

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 84934

ROWEN SEIBEL AND GR BURGR, LLC,
Appellants,

v.

PHWLTV, LLC AND GORDON RAMSAY,
Respondents.

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Elizabeth A. Brown
Clerk of Supreme Court

District Court Case No. A-17-751759-B

**RESPONDENT PHWLTV, LLC'S
SUPPLEMENTAL APPENDIX**

VOLUME 2

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First Amended Complaint	1	3/11/2020	RA0068-RA0114
Notice of Entry of Stipulation to Stay Discovery and Proposed Order to Extend Discovery Deadlines Following Stay (Seventh Request)	1	4/20/2020	RA0115-RA0136
Notice of Intent to Take Default of Defendant GR Burgr, LLC	1	5/20/2020	RA0137-RA0139
Notice of Appearance of Counsel	1	6/9/2020	RA0140-RA0141
Nominal Plaintiff, GR Burgr, LLC's Answer to First Amended Complaint	1	6/19/2020	RA0142-RA0162
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Reply in Support of Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception (FILED UNDER SEAL)	10	2/3/2021	RA2442-RA2454
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Notice of Entry of Omnibus Order Granting the Development Entities, Rowen Seibel, and Craig Green's Motions to Seal and Redact	3	5/27/2021	RA0673-RA0687

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DATED this 14th day of June 2023.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 14th day of June 2023, I electronically filed and served a true and correct copy of the above and foregoing **RESPONDENT PHWL, LLC'S SUPPLEMENTAL APPENDIX VOLUME 2** properly addressed to the following:

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An employee of PISANELLI BICE PLLC

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00179392	8th Jud. PLOG_0433	USDC_PLOG_0348	8/16/2016	Rowen S <rowens900@gmail.com>	BRIAN ZIEGLER <biegler@certlmanballin.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Draft Sentencing Letter	eMail
CTRL00179396	8th Jud. PLOG_0434	USDC_PLOG_0349							Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Draft Sentencing Letter	eMail
CTRL00179444	8th Jud. PLOG_1004	USDC_PLOG_0356	9/3/2016	Rowen S <rowens900@gmail.com>	BRIAN ZIEGLER <biegler@certlmanballin.com>			Attorney Client Work Product	Confidential communication reflecting legal advice and analysis in anticipation of, or in the course of, litigation regarding the purported terminations of agreements with Caesars.	eMail
CTRL00179448	8th Jud. PLOG_1005	USDC_PLOG_0357	9/3/2016	Rowen S <rowens900@gmail.com>	BRIAN ZIEGLER <biegler@certlmanballin.com>			Attorney Client Work Product	Confidential communication reflecting legal advice and analysis in anticipation of, or in the course of, litigation regarding the purported terminations of agreements with Caesars.	eMail
CTRL00179460	8th Jud. PLOG_0435	USDC_PLOG_0360	9/4/2016	Rowen S <rowens900@gmail.com>	Nathan O. Rugg <nragg@se-hd.com>		Brian Ziegler <biegler@certlmanballin.com>	Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00179461	8th Jud. PLOG_0436	USDC_PLOG_0361	9/4/2016	Rowen S <rowens900@gmail.com>	Brian Ziegler <biegler@certlmanballin.com> Nathan O. Rugg <nragg@se-hd.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00179492	8th Jud. PLOG_0437	USDC_PLOG_0362						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00179493	8th Jud. PLOG_0438	USDC_PLOG_0363						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00179506	8th Jud. PLOG_0439	USDC_PLOG_0364	9/6/2016	Rowen S <rowens900@gmail.com>	BRIAN ZIEGLER <biegler@certlmanballin.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00179516	8th Jud. PLOG_0440	USDC_PLOG_0365	9/7/2016	Rowen S <rowens900@gmail.com>	BRIAN ZIEGLER <biegler@certlmanballin.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00179516	8th Jud. PLOG_0441	USDC_PLOG_0366						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00179550	8th Jud. PLOG_0442	USDC_PLOG_0368	9/15/2016	Rowen S <rowens900@gmail.com>	BRIAN ZIEGLER <biegler@certlmanballin.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00179590	8th Jud. PLOG_0443	USDC_PLOG_0370	9/22/2016	Rowen S <rowens900@gmail.com>	BRIAN ZIEGLER <biegler@certlmanballin.com> Craig Benjamin Green <cragner@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00179663	8th Jud. PLOG_0444	USDC_PLOG_0379	11/19/2016	Rowen S <rowens900@gmail.com>	BRIAN ZIEGLER <biegler@certlmanballin.com> Craig Benjamin Green <cragner@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00179689	8th Jud. PLOG_0445	USDC_PLOG_0380	11/23/2016	Rowen S <rowens900@gmail.com>	BRIAN ZIEGLER <biegler@certlmanballin.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail
CTRL00180148	8th Jud. PLOG_0446	USDC_PLOG_0381	1/16/2017	Rowen S <rowens900@gmail.com>	BRIAN ZIEGLER <biegler@certlmanballin.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re Caesars Bankruptcy Litigation	eMail

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CTRL00180516	8th Jud. PLOG_0447	USDC PLOG_0383	3/7/2017	Rowen S. crowens00@gmail.com>	Robert Garson <rg@gs2law.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Letter re Trust	eMail
CTRL00180517	8th Jud. PLOG_0448	USDC PLOG_0384						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Letter re Trust	eMail
CTRL00180518	8th Jud. PLOG_0449	USDC PLOG_0385						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Letter re Trust	eMail
CTRL00180519	8th Jud. PLOG_0450	USDC PLOG_0386						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft Letter re Trust	eMail
CTRL00283565	8th Jud. PLOG_0451		7/4/2015	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00283566	8th Jud. PLOG_0452							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00283567	8th Jud. PLOG_0453							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00283568	8th Jud. PLOG_0454							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00297754	8th Jud. PLOG_1006		2/12/2015	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: GR BurGR	eMail
CTRL00297755	8th Jud. PLOG_1007							Attorney Client	Confidential communication involving information needed to render legal advice re: GR BurGR	eMail
CTRL00298002	8th Jud. PLOG_1008		3/22/2015	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: GR BurGR	eMail
CTRL00299803	8th Jud. PLOG_1009		3/22/2015	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: GR BurGR	eMail
CTRL00320466	8th Jud. PLOG_0455	USDC PLOG_0387	3/24/2015	Rowen <rowens00@gmail.com>	Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00320497	8th Jud. PLOG_0456	USDC PLOG_0388						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00320498	8th Jud. PLOG_0457	USDC PLOG_0389						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00320500	8th Jud. PLOG_0458	USDC PLOG_0390						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00320501	8th Jud. PLOG_0459	USDC PLOG_0391						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00320502	8th Jud. PLOG_0460	USDC PLOG_0392						Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Tolling agreement	eMail
CTRL00320996	8th Jud. PLOG_0461		4/8/2015	Nylan Fenster <nfenster@certimanbain.com>	"Craig Green" <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: New LLC	eMail
CTRL00320998	8th Jud. PLOG_0462		4/8/2015	BRIAN ZIEGLER <BZIEGLER@certimanbain.com>	Nylan Fenster <nfenster@certimanbain.com>	"Craig Green" <craiggreen@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: New LLC	eMail

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00321001	8th Jud. PLOG_0463	USDC_PLOG_0463	4/8/2016	Nathan Fenster <nfenster@certimanball.com>	"Craig Green" <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certimanball.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00321002	8th Jud. PLOG_0464	USDC_PLOG_0464						Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: New LLC	eAttach
CTRL00331866	8th Jud. PLOG_0465	USDC_PLOG_0396	2/1/2016	Rowen crowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client	Information needed to render legal advice re: Tolling agreement	eMail
CTRL00331868	8th Jud. PLOG_0465	USDC_PLOG_0397						Attorney Client	Confidential communication involving information needed to render legal advice re: Tolling agreement	eAttach
CTRL00331869	8th Jud. PLOG_0467	USDC_PLOG_0398						Attorney Client	Confidential communication involving information needed to render legal advice re: Tolling agreement	eAttach
CTRL00331870	8th Jud. PLOG_0468	USDC_PLOG_0399						Attorney Client	Confidential communication involving information needed to render legal advice re: Tolling agreement	eAttach
CTRL00332206	8th Jud. PLOG_0469		2/7/2016	Nathan O. Rugg <nrog@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certimanball.com>	Craig Green <craiggreen@gmail.com>; Steven B. Chalken <schalken@ag-td.com>; <P5063777@worksite@index.ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00332207	8th Jud. PLOG_0470							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eAttach
CTRL00332208	8th Jud. PLOG_0471							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eAttach
CTRL00332331	8th Jud. PLOG_0472		2/8/2016	BRIAN ZIEGLER <BZIEGLER@certimanball.com>	Nathan O. Rugg <nrog@ag-td.com>	Craig Green <craiggreen@gmail.com>; Steven B. Chalken <schalken@ag-td.com>; <P5063777@worksite@index.ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00333064	8th Jud. PLOG_0920		2/16/2016	Rowen crowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eMail
CTRL00333065	8th Jud. PLOG_0921							Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eAttach
CTRL00333066	8th Jud. PLOG_0922							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eAttach
CTRL00333067	8th Jud. PLOG_0923							Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eAttach
CTRL00333068	8th Jud. PLOG_0924							Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eAttach
CTRL00334483	8th Jud. PLOG_0925		3/30/2016	Rowen crowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eMail
CTRL00334494	8th Jud. PLOG_0926							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eAttach
CTRL00334495	8th Jud. PLOG_0927							Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eAttach
CTRL00334496	8th Jud. PLOG_0928							Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eAttach
CTRL00335096	8th Jud. PLOG_0929		4/13/2016	BARBARA HAGAN <BHAGAN@certimanball.com>	"Craig Green" <craiggreen@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eMail
CTRL00335097	8th Jud. PLOG_0930							Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eAttach
CTRL00335098	8th Jud. PLOG_0931							Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eAttach
CTRL00336169	8th Jud. PLOG_0473		5/4/2016	BRIAN ZIEGLER <BZIEGLER@certimanball.com>	Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Assignment of interests	eMail

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00336170	8th Jud. PLOG_0474		5/4/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	'Craig Green' <craiggreen@gmail.com>		Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Assignment of Interest	eMail
CTRL00336394	8th Jud. PLOG_0892		5/5/2016	BARBARA HAGAN <BHAGAN@certlmanbalin.com>	'Craig Green' <craiggreen@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eMail
CTRL00336395	8th Jud. PLOG_0933						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Preuptial Agreement	eMail
CTRL00336394	8th Jud. PLOG_0475		5/19/2016	Nathan Q. Rugg <nrgg@ag-td.com> BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	'Craig Green' <craiggreen@gmail.com>; Steven B. Chalken <schalken@ag-td.com>		Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00336413	8th Jud. PLOG_0476		5/19/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Nathan Q. Rugg <nrgg@ag-td.com>		Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00337208	8th Jud. PLOG_0477		5/25/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	'Craig Green' <craiggreen@gmail.com>; Nathan Q. Rugg <nrgg@ag-td.com>; Steven B. Chalken <schalken@ag-td.com>		Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft letter to Caesars Entertainment Corp	eMail
CTRL00337209	8th Jud. PLOG_0478						Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Draft letter to Caesars Entertainment Corp	eMail
CTRL00338414	8th Jud. PLOG_0479		6/17/2016	Nicholas Venditto <NVENDITTO@CERTLMBALIN.COM>	'Craig Green' <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>; Nicholas Venditto <NVENDITTO@CERTLMBALIN.COM>; LISA HUNTER <lhunter@certlmanbalin.com>	Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family 2016 Trust	eMail
CTRL00338425	8th Jud. PLOG_0480		6/17/2016	STEVEN SULKY <ssulky@certlmanbalin.com>	'Craig Green' <craiggreen@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family 2016 Trust	eMail
CTRL00338426	8th Jud. PLOG_0481						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family 2016 Trust	eMail
CTRL00338511	8th Jud. PLOG_0482		6/20/2016	Nicholas Venditto <NVENDITTO@CERTLMBALIN.COM>	'Craig Green' <craiggreen@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family 2016 Trust	eMail
CTRL00338513	8th Jud. PLOG_0483		6/20/2016	Nicholas Venditto <NVENDITTO@CERTLMBALIN.COM>	'Craig Green' <craiggreen@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family 2016 Trust	eMail
CTRL00338550	8th Jud. PLOG_0484		6/21/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	'Craig Green' <craiggreen@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family 2016 Trust	eMail
CTRL00338551	8th Jud. PLOG_0485						Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family 2016 Trust	eMail
CTRL00338584	8th Jud. PLOG_0486		6/21/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	'Craig Green' <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBALIN.COM>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family 2016 Trust	eMail
CTRL00338511	8th Jud. PLOG_0487		6/22/2016	STEVEN SULKY <ssulky@certlmanbalin.com>	Edie Rigby <erigby@certlmanbalin.com>	'craiggreen@gmail.com' <craiggreen@gmail.com>; LISA HUNTER <lhunter@certlmanbalin.com>; Cynthia M. Thomas <CThomas@certlmanbalin.com>	Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: The Selbel Family 2016 Trust	eMail
CTRL00338612	8th Jud. PLOG_0488						Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: The Selbel Family 2016 Trust	eMail
CTRL00338678	8th Jud. PLOG_0489		6/23/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	'Craig Green' <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBALIN.COM>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: The Selbel Family 2016 Trust	eMail
CTRL00338691	8th Jud. PLOG_0490		6/28/2016	Steven B. Chalken <schalken@ag-td.com> BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Nathan Q. Rugg <nrgg@ag-td.com>	Attorney Client; Work Product	Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00338697	8th Jud. PLOG_0491		6/28/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	'Craig Green' <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBALIN.COM>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00338917	8th Jud. PLOG_0492		6/29/2016	Steven B. Chalken <schalken@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>; Nathan Q. Rugg <nruugg@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00338917	8th Jud. PLOG_0493		6/29/2016	Steven B. Chalken <schalken@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>; Craig Green <craiggreen@gmail.com>	Nathan Q. Rugg <nruugg@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00338918	8th Jud. PLOG_0494							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00338947	8th Jud. PLOG_0495		6/29/2016	Steven B. Chalken <schalken@ag-td.com>	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>; Nathan Q. Rugg <nruugg@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00338948	8th Jud. PLOG_0496		6/29/2016	Steven B. Chalken <schalken@ag-td.com>	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>; Nathan Q. Rugg <nruugg@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00339013	8th Jud. PLOG_0497		6/30/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339017	8th Jud. PLOG_0498		6/30/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339113	8th Jud. PLOG_0499		7/5/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339134	8th Jud. PLOG_0500		7/5/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339135	8th Jud. PLOG_0501		7/5/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339186	8th Jud. PLOG_0502		7/6/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339191	8th Jud. PLOG_0503		7/6/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339192	8th Jud. PLOG_0504		7/6/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339195	8th Jud. PLOG_0505		7/6/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339196	8th Jud. PLOG_0506		7/6/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339197	8th Jud. PLOG_0507		7/6/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339200	8th Jud. PLOG_0508		7/6/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339208	8th Jud. PLOG_0509		7/7/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339209	8th Jud. PLOG_0510		7/7/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339363	8th Jud. PLOG_0511		7/11/2016	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>		Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339364	8th Jud. PLOG_0512							Attorney Client	Confidential communication involving information needed to render legal advice re: Mod Partners 16, LLC	eMail
CTRL00339396	8th Jud. PLOG_0513		7/11/2016	Nathan Q. Rugg <nruugg@ag-td.com>	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@CERTLMBANBALIN.COM>; Steven B. Chalken <schalken@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00339397	8th Jud. PLOG_0514							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00339399	8th Jud. PLOG_0515		7/13/2016	Steven B. Chalken <schalken@ag-td.com>	craiggreen@gmail.com <craiggreen@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Nathan Q. Rugg <nugg@ag-td.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00339410	8th Jud. PLOG_0516							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00339511	8th Jud. PLOG_0517							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00339752	8th Jud. PLOG_0518		7/18/2016	Nathan Q. Rugg <nugg@ag-td.com>	Craig Green <craiggreen@gmail.com>; Brian Ziegler <bziegler@certlmanbalin.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00339753	8th Jud. PLOG_0519							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00339788	8th Jud. PLOG_0520		7/19/2016	Steven B. Chalken <schalken@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>; craiggreen@gmail.com <craiggreen@gmail.com>	Nathan Q. Rugg <nugg@ag-td.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00339789	8th Jud. PLOG_0521							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00339790	8th Jud. PLOG_0522							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00339801	8th Jud. PLOG_0523		7/19/2016	Nicholas Venditto <NVENDITTO@CERTLMANBALIN.COM>	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Trust Assignment	eMail
CTRL00339802	8th Jud. PLOG_0524							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Trust Assignment	eAttach
CTRL00339803	8th Jud. PLOG_0525							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Draft Trust Document	eMail
CTRL00339848	8th Jud. PLOG_0536		7/20/2016	Nicholas Venditto <NVENDITTO@CERTLMANBALIN.COM>	Craig Green <craiggreen@gmail.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Draft Trust Document	eAttach
CTRL00339849	8th Jud. PLOG_0537							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00339872	8th Jud. PLOG_0538		7/20/2016	Nathan Q. Rugg <nugg@ag-td.com>	Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00339873	8th Jud. PLOG_0539							Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00339932	8th Jud. PLOG_0530		7/22/2016	Robin Maatman <rmaatman@ag-td.com>	craiggreen@gmail.com <craiggreen@gmail.com>; Steven B. Chalken <schalken@ag-td.com>; craiggreen@gmail.com <craiggreen@gmail.com>	Nathan Q. Rugg <nugg@ag-td.com>; Steven B. Chalken <schalken@ag-td.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00340074	8th Jud. PLOG_0531		7/26/2016	Nathan Q. Rugg <nugg@ag-td.com>	craiggreen@gmail.com <craiggreen@gmail.com>; Steven B. Chalken <schalken@ag-td.com>; craiggreen@gmail.com <craiggreen@gmail.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00340075	8th Jud. PLOG_0532							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340076	8th Jud. PLOG_0533							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340095	8th Jud. PLOG_0534		8/1/2016	Steven B. Chaiken <schalken@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com> <bziegler@gmail.com> <craigneerg@gmail.com>	Nathan Q. Rugg <nugg@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340296	8th Jud. PLOG_0535							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340333	8th Jud. PLOG_0536		8/2/2016	Steven B. Chaiken <schalken@ag-td.com>	Nathan Q. Rugg <nugg@ag-td.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; craigneerg@gmail.com <craigneerg@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340334	8th Jud. PLOG_0537							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340346	8th Jud. PLOG_0538		8/2/2016	Steven B. Chaiken <schalken@ag-td.com>	craigneerg@gmail.com <craigneerg@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Nathan Q. Rugg <nugg@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340347	8th Jud. PLOG_0539							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340421	8th Jud. PLOG_0540		8/5/2016	Steven B. Chaiken <schalken@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com> <craigneerg@gmail.com>; Nathan Q. Rugg <nugg@ag-td.com>; Alexander F. Brougham <abrougham@ag-td.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340422	8th Jud. PLOG_0541							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340423	8th Jud. PLOG_0542							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340487	8th Jud. PLOG_0543		8/4/2016	STEVEN SUISKY <ssuisky@certlmanballin.com>	'Craig Green' <craigneerg@gmail.com>	USA HUNTER <hunter@certlmanballin.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340513	8th Jud. PLOG_0544		8/5/2016	Steven B. Chaiken <schalken@ag-td.com>	craigneerg@gmail.com <craigneerg@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Nathan Q. Rugg <nugg@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340514	8th Jud. PLOG_0545							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340517	8th Jud. PLOG_0546		8/5/2016	Steven B. Chaiken <schalken@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Nathan Q. Rugg <nugg@ag-td.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach
CTRL00340518	8th Jud. PLOG_0547							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	attach

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00341009	8th Jud. PLOG_0548		8/16/2016	Steven B. Chaiken <schalken@ag-td.com>	<Kvercelino@dddiscovery.com> <ckelner@dddiscovery.com> <bZIEGLER@certlmanballin.com> craigneerg@gmail.com <craigneerg@gmail.com>	Nathan O. Rugg <nugg@ag-td.com>; Alexander F. Brougham <abrougham@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail
CTRL00341010	8th Jud. PLOG_0549						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00341011	8th Jud. PLOG_0550						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00341012	8th Jud. PLOG_0551						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00341086	8th Jud. PLOG_0552		8/18/2016	Steven B. Chaiken <schalken@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; craigneerg@gmail.com <craigneerg@gmail.com>	Nathan O. Rugg <nugg@ag-td.com>; Alexander F. Brougham <abrougham@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail
CTRL00341087	8th Jud. PLOG_0553						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00341088	8th Jud. PLOG_0554						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00341139	8th Jud. PLOG_0555		8/19/2016	Steven B. Chaiken <schalken@ag-td.com>	craigneerg@gmail.com <craigneerg@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Nathan O. Rugg <nugg@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail
CTRL00341140	8th Jud. PLOG_0556						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00341141	8th Jud. PLOG_0557						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00341142	8th Jud. PLOG_0558						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00341143	8th Jud. PLOG_0559						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00341553	8th Jud. PLOG_0560		8/29/2016	Nathan O. Rugg <nugg@ag-td.com>	bziegler@certlmanballin.com <bziegler@certlmanballin.com>	<craigneerg@gmail.com>; Alexander F. Brougham <abrougham@ag-td.com>; Steven B. Chaiken <schalken@ag-td.com>; (P50637)worksite@index-ag-td.com <(P50637)worksite@index-ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail
CTRL00341554	8th Jud. PLOG_0561						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00341555	8th Jud. PLOG_0562						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach

Control ID	8th Jud. PLOG	USBC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00341556	8th Jud. PLOG_0563							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eAttach
CTRL00341557	8th Jud. PLOG_0564							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eAttach
CTRL00341785	8th Jud. PLOG_0565		9/2/2016	Nathan Q. Rugg <nugg@ag-td.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>; Steven B. Chaiken <schaike@ag-td.com>	craigneerg@gmail.com <craigneerg@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eMail
CTRL00341786	8th Jud. PLOG_0566		9/2/2016	BRIAN ZIEGLER <bziegler@certlmanballn.com>	Nathan Q. Rugg <nugg@ag-td.com>	Steven B. Chaiken <schaike@ag-td.com>; craigneerg@gmail.com <craigneerg@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eMail
CTRL00341787	8th Jud. PLOG_0567		9/2/2016	Nathan Q. Rugg <nugg@ag-td.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>	Steven B. Chaiken <schaike@ag-td.com>; craigneerg@gmail.com <craigneerg@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eMail
CTRL00341864	8th Jud. PLOG_0568		9/20/2016	Nathan Q. Rugg <nugg@ag-td.com>	bziegler@certlmanballn.com <bziegler@certlmanballn.com>; Craig Green <craigneerg@gmail.com>	Steven B. Chaiken <schaike@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eMail
CTRL00341865	8th Jud. PLOG_0569							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eAttach
CTRL00341866	8th Jud. PLOG_0570							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eAttach
CTRL00341867	8th Jud. PLOG_0571		9/20/2016	Nathan Q. Rugg <nugg@ag-td.com>	bziegler@certlmanballn.com <bziegler@certlmanballn.com>	Craig Green <craigneerg@gmail.com>; Steven B. Chaiken <schaike@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eMail
CTRL00341883	8th Jud. PLOG_0572							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eAttach
CTRL00341884	8th Jud. PLOG_0573							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eAttach
CTRL00341885	8th Jud. PLOG_0574							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eAttach
CTRL00341886	8th Jud. PLOG_0575							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eAttach
CTRL00341887	8th Jud. PLOG_0576							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eAttach
CTRL00341888	8th Jud. PLOG_0577							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eAttach
CTRL00341889	8th Jud. PLOG_0578		10/1/2016	Nathan Q. Rugg <nugg@ag-td.com>	Craig Green <craigneerg@gmail.com>; bziegler@certlmanballn.com <bziegler@certlmanballn.com>	Steven B. Chaiken <schaike@ag-td.com>; Craig Green <craigneerg@gmail.com>; bziegler@certlmanballn.com <bziegler@certlmanballn.com>; <f506377@worktime.com> <f506377@worktime.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation.	eMail

Control ID	8th Jud. PLOG	USBC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00343210	8th Jud. PLOG_0579							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00343227	8th Jud. PLOG_0580		10/2/2016	Nathan O. Rugg <nugg@ag-td.com>	bzigler@certimanbalin.com <bzigler@certimanbalin.com>; Craig Green <craiggreen@gmail.com>	Steven B. Chaiken <schaiken@ag-td.com>; J1506371@vccba@ind-ag-td.com		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00343228	8th Jud. PLOG_0581							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00343279	8th Jud. PLOG_0582		10/4/2016	Steven B. Chaiken <schaiken@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certimanbalin.com>; craiggreen@gmail.com <craiggreen@gmail.com>	Nathan O. Rugg <nugg@ag-td.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00343280	8th Jud. PLOG_0583							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00343281	8th Jud. PLOG_0584							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00343282	8th Jud. PLOG_0585		10/4/2016	Nathan O. Rugg <nugg@ag-td.com>	bzigler@certimanbalin.com <bzigler@certimanbalin.com>	Craig Green <craiggreen@gmail.com>; Steven B. Chaiken <schaiken@ag-td.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00343283	8th Jud. PLOG_0586							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00343284	8th Jud. PLOG_0587							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00343285	8th Jud. PLOG_0588							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00343286	8th Jud. PLOG_0589							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00343287	8th Jud. PLOG_0590							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00343288	8th Jud. PLOG_0591							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00343289	8th Jud. PLOG_0592							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00344120	8th Jud. PLOG_0593		10/20/2016	Nathan O. Rugg <nugg@ag-td.com>	bzigler@certimanbalin.com <bzigler@certimanbalin.com>; Craig Green <craiggreen@gmail.com>; CRAIG GREEN <craiggreen@gmail.com>; PAUL B. SWEENEY <psweeney@certimanbalin.com>	Steven B. Chaiken <schaiken@ag-td.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00346678	8th Jud. PLOG_0594		11/22/2016	Nathan O. Rugg <NOR@ag-td.com>				Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00346679	8th Jud. PLOG_0595							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	attach
CTRL00346685	8th Jud. PLOG_0596		11/22/2016	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanball.com	'Craig Green' <craiggreen@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft of Court Settlement Letter	eMail
CTRL00346686	8th Jud. PLOG_0597							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft of Court Settlement Letter	attach
CTRL00346719	8th Jud. PLOG_0598		11/23/2016	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanball.com	Nathan Q. Rugg <nqrugg@ag-td.com>; Steven B. Chalken <sbcb@ag-td.com>	'Craig Green' <craiggreen@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00346720	8th Jud. PLOG_0599							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	attach
CTRL00346787	8th Jud. PLOG_0600		11/25/2016	Nathan Q. Rugg <nqrugg@ag-td.com>	'Craig Green' <craiggreen@gmail.com>; Brian Ziegler <bziegler@certlmanball.com>; Steven B. Chalken <sbcb@ag-td.com>	Steven B. Chalken <sbcb@ag-td.com>; ZZZO, LLC <ZZZO@certlmanball.com>; Caesar's Chapter 11 E. MAIL <F508371@worksite@index-ag-td.com>; F508371@worksite@index-ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00346788	8th Jud. PLOG_0601							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	attach
CTRL00346789	8th Jud. PLOG_0602							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	attach
CTRL00346870	8th Jud. PLOG_0603		11/28/2016	STEVEN SULSKY <ssulsky@certlmanball.com>	'Craig Green' <craiggreen@gmail.com>	Lynna M. Thomas <LThomas@certlmanball.com>; Nicholas Venditto <NVENDITTO@CERTLMANBALL.COM>; LISA HUNTER <hunter@certlmanball.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Seibel Family Trust	eMail
CTRL00346871	8th Jud. PLOG_0604							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Seibel Family Trust	attach
CTRL00346875	8th Jud. PLOG_0605		11/28/2016	STEVEN SULSKY <ssulsky@certlmanball.com>	'Craig Green' <craiggreen@gmail.com>	LISA HUNTER <hunter@certlmanball.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00346882	8th Jud. PLOG_0606		11/28/2016	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanball.com	Nathan Q. Rugg <nqrugg@ag-td.com>; Steven B. Chalken <sbcb@ag-td.com>	'Craig Green' <craiggreen@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	attach
CTRL00346883	8th Jud. PLOG_0607		11/28/2016	Nathan Q. Rugg <nqrugg@ag-td.com>	'BRIAN ZIEGLER' <BRIAN.ZIEGLER@certlmanball.com>; Steven B. Chalken <sbcb@ag-td.com>	'Craig Green' <craiggreen@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00347038	8th Jud. PLOG_0608		11/30/2016	BARBARA HAGAN BARBARA.HAGAN@certlmanball.com	'nqrugg@ag-td.com' <nqrugg@ag-td.com>; 'bchalken@ag-td.com' <bchalken@ag-td.com>	'Craig Green' <craiggreen@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL00347039	8th Jud. PLOG_0609							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesar's Bankruptcy Litigation	attach
CTRL00347405	8th Jud. PLOG_0610		12/7/2016	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanball.com	Steven B. Chalken <sbcb@ag-td.com>	Nathan Q. Rugg <nqrugg@ag-td.com>; Craig Benjamin Green <craiggreen@gmail.com>		Attorney Client	Assignment Documents	eMail
CTRL00347406	8th Jud. PLOG_0611							Attorney Client	Confidential communication involving information needed to render legal advice re: Assignment Documents	attach
CTRL00347407	8th Jud. PLOG_0612							Attorney Client	Assignment Documents	attach

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00347408	8th Jud. PLOG_0613							Attorney Client	Confidential communication involving information needed to render legal advice re: Assignment Documents	eAttach
CTRL00347409	8th Jud. PLOG_0614							Attorney Client	Confidential communication involving information needed to render legal advice re: Assignment Documents	eAttach
CTRL00347410	8th Jud. PLOG_0615							Attorney Client	Confidential communication involving information needed to render legal advice re: Assignment Documents	eAttach
CTRL00347520	8th Jud. PLOG_0616		12/8/2016	BRIAN ZIEGLER BRIAN ZIEGLER@certilmanball.com	Nathan O. Rugg <nro@ag-hd.com>; Steven B. Chalken <sbcc@ag-hd.com>; 'Dan Mohut' <dm@mliawiv.com>; 'Matt Wolf' <mow@mliawiv.com>; PAUL B. SWENEY <Pswene@certilmanball.com>; Craig Benjamin Green <craigbneeg@gmail.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Trademark Litigation	eMail
CTRL00347521	8th Jud. PLOG_0617								Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347547	8th Jud. PLOG_0618		12/8/2016	Steven B. Chalken <sbcc@ag-hd.com>	Craig Green <craigneeg@gmail.com>; 'BRIAN ZIEGLER' <BZIEGLER@certilmanball.com>	Nathan O. Rugg <nro@ag-hd.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00347548	8th Jud. PLOG_0619								Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347551	8th Jud. PLOG_0610		12/8/2016	BARBARA HAGAN 'BHAGAN@certilmanball.com'	'schaiken@ag-hd.com' <schaiken@ag-hd.com>; 'nro@ag-hd.com' <nro@ag-hd.com>	'Craig Green' <craigneeg@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: contract termination	eMail
CTRL00347552	8th Jud. PLOG_0611							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: contract termination	eAttach
CTRL00347563	8th Jud. PLOG_0620		12/8/2016	BARBARA HAGAN 'BHAGAN@certilmanball.com'	'nro@ag-hd.com' <nro@ag-hd.com>; 'schaiken@ag-hd.com' <schaiken@ag-hd.com>	'Craig Green' <craigneeg@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft letter to Clayton	eMail
CTRL00347564	8th Jud. PLOG_0621							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Draft letter to Clayton	eAttach
CTRL00347555	8th Jud. PLOG_0622		12/9/2016	Steven B. Chalken <sbcc@ag-hd.com>	BRIAN ZIEGLER 'BZIEGLER@certilmanball.com'; Craig Green <craigneeg@gmail.com>	Nathan O. Rugg <nro@ag-hd.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00347656	8th Jud. PLOG_0623							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347657	8th Jud. PLOG_0624							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347658	8th Jud. PLOG_0625							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347659	8th Jud. PLOG_0626							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347660	8th Jud. PLOG_0627							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347661	8th Jud. PLOG_0628							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347662	8th Jud. PLOG_0629							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00347663	8th Jud. PLOG 0630							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347664	8th Jud. PLOG 0631							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347665	8th Jud. PLOG 0632							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347666	8th Jud. PLOG 0633							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347667	8th Jud. PLOG 0634							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347668	8th Jud. PLOG 0635							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347669	8th Jud. PLOG 0636							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347670	8th Jud. PLOG 0637							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347671	8th Jud. PLOG 0638							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347672	8th Jud. PLOG 0639							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347673	8th Jud. PLOG 0640							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347674	8th Jud. PLOG 0641							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347673	8th Jud. PLOG 0642		12/13/2016 Nathan O. Rugg <NOR@ag-llc.com>		briegler@certlmanballin.com <briegler@certlmanballin.com> Steven B. Chaiken <scb@ag-llc.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00347674	8th Jud. PLOG 0643							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347675	8th Jud. PLOG 0644							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00347691	8th Jud. PLOG 0645		12/14/2016 Nathan O. Rugg <NOR@ag-llc.com>		'Craig Green' <craiggreen@gmail.com> 'briegler@certlmanballin.com' <briegler@certlmanballin.com> Steven B. Chaiken <scb@ag-llc.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00347992	8th Jud. PLOG_0646		12/15/2016	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanballin.com>	Steven B. Chaiken <sbca@ag-td.com>; Miles, Nate <NateMiles@FranklinInternational.com>; PAUL B. SWEENEY <PSweeney@certlmanballin.com>	Craig Green <craiggreen@gmail.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada Gaming Regulation	eMail
CTRL00347993	8th Jud. PLOG_0647		12/15/2016	BRIAN ZIEGLER BRIAN.ZIEGLER@certlmanballin.com>	Steven B. Chaiken <sbca@ag-td.com>; Nathan Q. Rugg <NQR@ag-td.com>	Craig Green <craiggreen@gmail.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada Gaming Regulation	eMail
CTRL00347994	8th Jud. PLOG_0648		12/15/2016	Steven B. Chaiken <sbca@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Nathan Q. Rugg <NQR@ag-td.com>	Craig Green <craiggreen@gmail.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada Gaming Regulation	eMail
CTRL00348212	8th Jud. PLOG_1012		12/20/2016	Nathan Q. Rugg <NQR@ag-td.com>	Chaiken <craiggreen@gmail.com>; Craig Green <craiggreen@gmail.com>	Steven B. Chaiken <sbca@ag-td.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: bankruptcy proceeding	eMail
CTRL00348213	8th Jud. PLOG_1013						Attorney Client		Confidential communication involving information needed to render legal advice re: bankruptcy proceeding	eMail
CTRL00348214	8th Jud. PLOG_1014						Attorney Client		Confidential communication involving information needed to render legal advice re: bankruptcy proceeding	eMail
CTRL00348248	8th Jud. PLOG_0649		12/20/2016	Steven Chaiken <chaikes3@gmail.com>	Craig Green <craiggreen@gmail.com>		Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00348249	8th Jud. PLOG_0650						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00348250	8th Jud. PLOG_0651						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00348251	8th Jud. PLOG_0652						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00348252	8th Jud. PLOG_0653						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00348253	8th Jud. PLOG_0654						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00348254	8th Jud. PLOG_0655						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00348381	8th Jud. PLOG_0656		12/22/2016	PAUL B. SWEENEY PAUL.B.SWEENEY@certlmanballin.com>	Dan McNutt <dm@mlawny.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craiggreen@gmail.com>; Matt Wolf <mwo@mlawny.com>; Lisa Heller <lh@mlawny.com>; Nathan Q. Rugg <NQR@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00348383	8th Jud. PLOG_0657		12/22/2016	Dan McNutt <dm@mlawny.com>	PAUL B. SWEENEY <PSweeney@certlmanballin.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Wolff <mwo@mlawny.com>; Lisa Heller <lh@mlawny.com>; Nathan Q. Rugg <NQR@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00348385	8th Jud. PLOG_0658		12/22/2016	PAUL B. SWEENEY PAUL.B.SWEENEY@certlmanballin.com>	Dan McNutt <dm@mlawny.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Wolff <mwo@mlawny.com>; Lisa Heller <lh@mlawny.com>; Nathan Q. Rugg <NQR@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00348695	8th Jud. PLOG_0659		12/29/2016	Lisa Heller <lh@mlawny.com>	Dan McNutt <dm@mlawny.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Craig Green <craiggreen@gmail.com>	Nathan Q. Rugg <NQR@ag-td.com>; Steven B. Chaiken <sbca@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail
CTRL00348696	8th Jud. PLOG_0660						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00348697	8th Jud. PLOG_0661							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Nevada litigation	eattach
CTRL00348745	8th Jud. PLOG_0662		1/2/2017	Steven B. Chalken <sbcc@ag-ld.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Craig Green <craiggreen@gmail.com>; <craiggreen@gmail.com>	Nathan Q. Rugg <NQR@ag-ld.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00348746	8th Jud. PLOG_0663							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00348747	8th Jud. PLOG_0664							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00348748	8th Jud. PLOG_0665		1/2/2017	Nathan Q. Rugg <NQR@ag-ld.com>	DAN MCNUTT <dmcnutt@cmilawvm.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; PAUL B. SWERNEY <Pswenerney@certlmanballin.com>; <sbcc@ag-ld.com>	Craig Green <craiggreen@gmail.com>; Matt Wolf <mwo@cmilawvm.com>; Steven B. Chalken <sbcc@ag-ld.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Nevada litigation	eMail
CTRL00348749	8th Jud. PLOG_0666		1/2/2017	Dan McNutt <dmcnutt@cmilawvm.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; PAUL B. SWERNEY <Pswenerney@certlmanballin.com>; <sbcc@ag-ld.com>	Wolff <mwo@cmilawvm.com>; Lisa Heller <lh@cmilawvm.com>; Steven B. Chalken <sbcc@ag-ld.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Nevada litigation	eMail
CTRL00348915	8th Jud. PLOG_0668		1/5/2017	Steven B. Chalken <sbcc@ag-ld.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Craig Green <craiggreen@gmail.com>; <craiggreen@gmail.com>	Nathan Q. Rugg <NQR@ag-ld.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00349010	8th Jud. PLOG_0669		1/9/2017	Steven B. Chalken <sbcc@ag-ld.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Craig Green <craiggreen@gmail.com>; <craiggreen@gmail.com>	Nathan Q. Rugg <NQR@ag-ld.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00349011	8th Jud. PLOG_0670							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00349012	8th Jud. PLOG_0671							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00349041	8th Jud. PLOG_0672		1/10/2017	Steven B. Chalken <sbcc@ag-ld.com>	Craig Green <craiggreen@gmail.com>; <craiggreen@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Nathan Q. Rugg <NQR@ag-ld.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00349042	8th Jud. PLOG_0673		1/10/2017	Steven B. Chalken <sbcc@ag-ld.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Craig Green <craiggreen@gmail.com>; <craiggreen@gmail.com>	Nathan Q. Rugg <NQR@ag-ld.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00349066	8th Jud. PLOG_0674							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00349067	8th Jud. PLOG_0675							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00349077	8th Jud. PLOG_0676		1/10/2017	PAUL B. SWERNEY <Pswenerney@certlmanballin.com>	Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Nevada litigation	eMail
CTRL00349078	8th Jud. PLOG_0677							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of or in the course of litigation re: Caesars Bankruptcy Litigation	eattach
CTRL00349097	8th Jud. PLOG_0678		1/11/2017	PAUL B. SWERNEY <Pswenerney@certlmanballin.com>	Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Nevada litigation	eattach

Control ID	8th Jud. PLOG	UBC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00349098	8th Jud. PLOG_0679				BRYAN ZIEGLER <BZIEGLER@certimnballin.com>; Craig Green <craiggreen@gmail.com>; Nathan Q. Rugg <nqrugg@ag-td.com>			Attorney Clients Work Product	Confidential communication involving information needed to render legal advice re: Nevada Litigation	attach
CTRL00349166	8th Jud. PLOG_0680		1/12/2017	Steven B. Chalken <sb@ag-td.com>				Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	email
CTRL00349167	8th Jud. PLOG_0681							Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	attach
CTRL00349168	8th Jud. PLOG_0682							Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	attach
CTRL00349177	8th Jud. PLOG_0683		1/12/2017	Steven B. Chalken <sb@ag-td.com>	BRYAN ZIEGLER <BZIEGLER@certimnballin.com>; Craig Green <craiggreen@gmail.com>; Nathan Q. Rugg <nqrugg@ag-td.com>			Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	email
CTRL00349178	8th Jud. PLOG_0684							Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	attach
CTRL00349179	8th Jud. PLOG_0685				BRYAN ZIEGLER <BZIEGLER@certimnballin.com>; PAUL B. SWERNEY <pswerney@certimnballin.com>; Steven B. Chalken <sb@ag-td.com>; Craig Green <craiggreen@gmail.com>			Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	attach
CTRL00349191	8th Jud. PLOG_0686		1/13/2017	Nathan Q. Rugg <nqrugg@ag-td.com>	2366_1 Mail Partners 16, LLC - General E. MAIL <[F50203]worksite@index.ag-td.com>; <[F52003]worksite@index.ag-td.com>			Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	email
CTRL00349192	8th Jud. PLOG_0687							Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	attach
CTRL00349205	8th Jud. PLOG_0688		1/13/2017	Steven B. Chalken <sb@ag-td.com>	Craig Green <craiggreen@gmail.com>; BRYAN ZIEGLER <BZIEGLER@certimnballin.com>	Nathan Q. Rugg <nqrugg@ag-td.com>		Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	email
CTRL00349206	8th Jud. PLOG_0689							Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	attach
CTRL00349215	8th Jud. PLOG_0690		1/13/2017	Steven B. Chalken <sb@ag-td.com>	BRYAN ZIEGLER <BZIEGLER@certimnballin.com>; Craig Green <craiggreen@gmail.com>; Nathan Q. Rugg <nqrugg@ag-td.com>			Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	email
CTRL00349214	8th Jud. PLOG_0691							Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	attach
CTRL00349215	8th Jud. PLOG_0692							Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	attach
CTRL00349216	8th Jud. PLOG_0693							Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	attach
CTRL00349217	8th Jud. PLOG_0694							Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	attach

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Privilege Type	Privilege Description	Record Type
CTRL0049218	8th Jud. PLOG_0695		1/14/2017	Nathan Q. Rugg <NQR@ag-ld.com>	bziegler@certimanballin.com <bziegler@certimanballin.com>; Craig Green <craiggreen@gmail.com>	Steven B. Chalken <sbch@ag-ld.com>; Z20V_1 Frig, LLC and LTC Enterprises, Caesar's Chapter 11 E_MAIL <F506371.website@index.ag-ld.com> <F506371.website@index.ag-ld.com>	Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049219	8th Jud. PLOG_0696						Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049220	8th Jud. PLOG_0697						Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049221	8th Jud. PLOG_0698						Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049255	8th Jud. PLOG_0699		1/16/2017	Nathan Q. Rugg <NQR@ag-ld.com>	bziegler@certimanballin.com <bziegler@certimanballin.com>; Craig Green <craiggreen@gmail.com>	Steven B. Chalken <sbch@ag-ld.com>; Z20V_1 Frig, LLC and LTC Enterprises, Caesar's Chapter 11 E_MAIL <F506371.website@index.ag-ld.com> <F506371.website@index.ag-ld.com>	Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049256	8th Jud. PLOG_0700						Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049309	8th Jud. PLOG_0701		1/17/2017	Nathan Q. Rugg <NQR@ag-ld.com>	Craig Green <craiggreen@gmail.com>	bziegler@certimanballin.com <bziegler@certimanballin.com>; Steven B. Chalken <sbch@ag-ld.com>	Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049310	8th Jud. PLOG_0702						Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049311	8th Jud. PLOG_0703						Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049348	8th Jud. PLOG_0704		1/18/2017	Steven B. Chalken <sbch@ag-ld.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>; Craig Green <craiggreen@gmail.com> <craiggreen@gmail.com>	Nathan Q. Rugg <NQR@ag-ld.com>	Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049349	8th Jud. PLOG_0705						Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049350	8th Jud. PLOG_0706						Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049354	8th Jud. PLOG_0707		1/18/2017	Steven B. Chalken <sbch@ag-ld.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>; Craig Green <craiggreen@gmail.com> <craiggreen@gmail.com>	Nathan Q. Rugg <NQR@ag-ld.com>	Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049355	8th Jud. PLOG_0708						Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049375	8th Jud. PLOG_0709		1/18/2017	Steven B. Chalken <sbch@ag-ld.com>	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>; Craig Green <craiggreen@gmail.com> <craiggreen@gmail.com>	Nathan Q. Rugg <NQR@ag-ld.com>	Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail
CTRL0049376	8th Jud. PLOG_0710						Attorney Clients Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesar's Bankruptcy Litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00349384	8th Jud. PLOG_0711		1/18/2017	Steven B. Chaiken <sbcc@ag-td.com>	"BRIAN ZIEGLER" <BZIEGLER@certimanballin.com>; Craig Green <craigneeg@gmail.com>	Nathan Q. Rugg <NQR@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349385	8th Jud. PLOG_0712						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00349425	8th Jud. PLOG_0713		1/19/2017	Steven B. Chaiken <sbcc@ag-td.com>	"BRIAN ZIEGLER" <BZIEGLER@certimanballin.com>	Nathan Q. Rugg <NQR@ag-td.com>; Craig Green <craigneeg@gmail.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349426	8th Jud. PLOG_0714						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00349435	8th Jud. PLOG_0715		1/19/2017	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	"Steven B. Chaiken" <sbcc@ag-td.com>	Nathan Q. Rugg <NQR@ag-td.com>; Craig Green <craigneeg@gmail.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349436	8th Jud. PLOG_0716						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00349447	8th Jud. PLOG_0717		1/19/2017	Steven B. Chaiken <sbcc@ag-td.com>	"BRIAN ZIEGLER" <BZIEGLER@certimanballin.com>; Craig Green <craigneeg@gmail.com>	Nathan Q. Rugg <NQR@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349448	8th Jud. PLOG_0718						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00349449	8th Jud. PLOG_0719						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00349450	8th Jud. PLOG_0720						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00349451	8th Jud. PLOG_0721						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00349455	8th Jud. PLOG_0722		1/19/2017	Nathan Q. Rugg <NQR@ag-td.com>	Craig Green <craigneeg@gmail.com>	Steven B. Chaiken <sbcc@ag-td.com>; BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349457	8th Jud. PLOG_0723						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00349528	8th Jud. PLOG_0724		1/23/2017	Nathan Q. Rugg <NQR@ag-td.com>	brizglar@certimanballin.com <brizglar@certimanballin.com>; Craig Green <craigneeg@gmail.com>	Steven B. Chaiken <sbcc@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349539	8th Jud. PLOG_0725						Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eAttach
CTRL00349560	8th Jud. PLOG_0726		1/23/2017	BRIAN ZIEGLER <BZIEGLER@certimanballin.com>	"Nathan Q. Rugg" <NQR@ag-td.com>; Craig Green <craigneeg@gmail.com>	Steven B. Chaiken <sbcc@ag-td.com>	Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Casars Bankruptcy Litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00349563	8th Jud. PLOG_0727		1/23/2017	Nathan O. Rugg <NOR@ag-ld.com>	"BRIAN ZIEGLER" <BZIEGLER@certimaballn.com>; Craig Green <craiggreen@gmail.com>	Steven B. Chalken <sbcc@ag-ld.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349564	8th Jud. PLOG_0728		1/23/2017	BRIAN ZIEGLER <BZIEGLER@certimaballn.com>	Nathan O. Rugg <NOR@ag-ld.com>	Craig Green <craiggreen@gmail.com>; Steven B. Chalken <sbcc@ag-ld.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349565	8th Jud. PLOG_0729							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349566	8th Jud. PLOG_0730							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349567	8th Jud. PLOG_0731							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349572	8th Jud. PLOG_0732		1/23/2017	Nathan O. Rugg <NOR@ag-ld.com>	"BRIAN ZIEGLER" <BZIEGLER@certimaballn.com>	Craig Green <craiggreen@gmail.com>; Steven B. Chalken <sbcc@ag-ld.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349576	8th Jud. PLOG_0733		1/24/2017	Steven B. Chalken <sbcc@ag-ld.com>	"BRIAN ZIEGLER" <BZIEGLER@certimaballn.com>; Craig Green <craiggreen@gmail.com>	Nathan O. Rugg <NOR@ag-ld.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349577	8th Jud. PLOG_0734							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349578	8th Jud. PLOG_0735							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349579	8th Jud. PLOG_0736							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349580	8th Jud. PLOG_0737							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349581	8th Jud. PLOG_0738							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349582	8th Jud. PLOG_0739							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349583	8th Jud. PLOG_0740		1/24/2017	Nathan O. Rugg <NOR@ag-ld.com>	"Craig Green" <craiggreen@gmail.com>; "Bryan Ziegler" <bziegler@certimaballn.com>; "Steven B. Chalken" <sbcc@ag-ld.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349584	8th Jud. PLOG_0741							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail
CTRL00349585	8th Jud. PLOG_0742							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Casars Bankruptcy Litigation	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00349701	8th Jud. PLOG_0743		1/26/2017	Nathan Q. Rugg <NQR@ag-td.com>	'Craig Green' <craiggreen@gmail.com>; Steven B. Chaiken <sb@ag-td.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349702	8th Jud. PLOG_0744						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349718	8th Jud. PLOG_0745		1/27/2017	Steven B. Chaiken <sb@ag-td.com>	'Craig Green' <craiggreen@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Nathan Q. Rugg <NQR@ag-td.com>; PAUL B. SWEENEY <PWSWEENEY@certlmanballin.com>	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349719	8th Jud. PLOG_0746						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349742	8th Jud. PLOG_0747		1/27/2017	Steven B. Chaiken <sb@ag-td.com>	Craig Green (craiggreen@gmail.com)	Brian Ziegler <BZIEGLER@certlmanballin.com>; Nathan Q. Rugg <NQR@ag-td.com>	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349743	8th Jud. PLOG_0748						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349744	8th Jud. PLOG_0749						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349745	8th Jud. PLOG_0750		1/27/2017	Steven B. Chaiken <sb@ag-td.com>	Craig Green (craiggreen@gmail.com)	Brian Ziegler <BZIEGLER@certlmanballin.com>; Nathan Q. Rugg <NQR@ag-td.com>	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349902	8th Jud. PLOG_0751		1/31/2017	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	PAUL B. SWEENEY <PWSWEENEY@certlmanballin.com>; Dan McNutt <dmc@mlawny.com>	Matt Wolf <mwo@mlawny.com>; Lisa Heller <lhl@mlawny.com>; Craig Green <craiggreen@gmail.com>	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349903	8th Jud. PLOG_0752						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349907	8th Jud. PLOG_0753		1/31/2017	Dan McNutt <dmc@mlawny.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; PAUL B. SWEENEY <PWSWEENEY@certlmanballin.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Craig Green <craiggreen@gmail.com>	Matt Wolf <mwo@mlawny.com>; Lisa Heller <lhl@mlawny.com>; Craig Green <craiggreen@gmail.com>	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail	
CTRL00349914	8th Jud. PLOG_0754		1/31/2017	Dan McNutt <dmc@mlawny.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Nevada litigation	eMail	
CTRL00349980	8th Jud. PLOG_0755		2/1/2017	Steven B. Chaiken <sb@ag-td.com>	Craig Green (craiggreen@gmail.com)	Nathan Q. Rugg <NQR@ag-td.com>	Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00349981	8th Jud. PLOG_0756						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail	
CTRL00350989	8th Jud. PLOG_0757		3/8/2017	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green (craiggreen@gmail.com)		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sebel Assignment	eMail	
CTRL00350990	8th Jud. PLOG_0758						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sebel Assignment	eMail	
CTRL00350991	8th Jud. PLOG_0759						Attorney Client; Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Sebel Assignment	eMail	

Control ID	3th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00350992	8th Jud. PLOG_0760							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Selbel Assignment	ekttach
CTRL00350993	8th Jud. PLOG_0761							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Selbel Assignment	ekttach
CTRL00350994	8th Jud. PLOG_0762							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Selbel Assignment	ekttach
CTRL00350995	8th Jud. PLOG_0763							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Selbel Assignment	ekttach
CTRL00351513	8th Jud. PLOG_0764		3/21/2017	Nathan Q. Mugg <nq@ag-td.com>	hziegler@certimnballh.com <hziegler@certimnballh.com>; 'Craig Green' <craiggreen@gmail.com>	Steven B. Chaiken <sbc@ag-td.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00351516	8th Jud. PLOG_0765							Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00357726	8th Jud. PLOG_0766		2/12/2013	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballh.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00360109	8th Jud. PLOG_0766		3/27/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballh.com>	Kiraanne Cunningham <kunningham@nsc-law.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00362904	8th Jud. PLOG_0767		3/13/2015	Craig Green <craiggreen@gmail.com>	Stephen Rice <srice@nsc-law.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00362905	8th Jud. PLOG_0768		3/18/2015	Craig Green <craiggreen@gmail.com>	Stephen Rice <srice@nsc-law.com>	Kiraanne Cunningham <kunningham@nsc-law.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00362925	8th Jud. PLOG_0769							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00362928	8th Jud. PLOG_0770							Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00363122	8th Jud. PLOG_0771		4/8/2015	Craig Green <craiggreen@gmail.com>	Hyun Fenster <hfenster@certimnballh.com>	BRIAN ZIEGLER <bziegler@certimnballh.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00366278	8th Jud. PLOG_0934		3/1/2016	Craig Green <craiggreen@gmail.com>	Mikaelo@remanapalres.com <Mikaelo@remanapalres.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00366279	8th Jud. PLOG_0935							Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00366280	8th Jud. PLOG_0936							Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00366281	8th Jud. PLOG_0937							Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00366614	8th Jud. PLOG_0938		3/29/2016	Craig Green <craiggreen@gmail.com>	Brian Ziegler <bziegler@certimnballh.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00366615	8th Jud. PLOG_0939							Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00366616	8th Jud. PLOG_0940							Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00367197	8th Jud. PLOG_0772		5/4/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <bziegler@certimnballh.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: GR Burgr	eMail
CTRL00367706	8th Jud. PLOG_0773		6/13/2016	Craig Green <craiggreen@gmail.com>	Steven B. Chaiken <schaiken@ag-td.com>; Nathan Q. Mugg <nq@ag-td.com>	Brian Ziegler <bziegler@certimnballh.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00367709	8th Jud. PLOG_0774							Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of litigation re: Caesars Bankruptcy Litigation	ekttach

Control ID	3th Jud. PLOG	UBDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00367710	8th Jud. PLOG_0775				Nicholas Venditto <NVENDITTO@certlmanbalin.com>			Attorney Client: Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00367769	8th Jud. PLOG_0776		6/20/2016	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: The Siebel Family 2015 Trust	eMail
CTRL00367770	8th Jud. PLOG_0777		6/20/2016	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: The Siebel Family 2015 Trust	eMail
CTRL00367771	8th Jud. PLOG_0778							Attorney Client: Work Product	Confidential communication involving information needed to render legal advice re: The Siebel Family 2015 Trust	eAttach
CTRL00367775	8th Jud. PLOG_0779		6/17/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>; Nicholas Venditto <NVENDITTO@certlmanbalin.com>; USA HUNTER hunter@certlmanbalin.com			Attorney Client	Confidential communication involving information needed to render legal advice re: The Siebel Family 2015 Trust	eMail
CTRL00367780	8th Jud. PLOG_0780		6/21/2016	Craig Green <craiggreen@gmail.com>	Steven Sulsky <ssulsky@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367781	8th Jud. PLOG_0781							Attorney Client: Work Product	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eAttach
CTRL00367835	8th Jud. PLOG_0782		6/28/2016	Craig Green <craiggreen@gmail.com>	Nathan Q. Rugg <nqrugg@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>		Attorney Client: Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00367839	8th Jud. PLOG_0783		6/28/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367854	8th Jud. PLOG_0784		6/29/2016	Craig Green <craiggreen@gmail.com>	Steven B. Chalken <schalken@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>; Nathan Q. Rugg <nqrugg@ag-td.com>		Attorney Client: Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00367855	8th Jud. PLOG_0785		6/29/2016	Craig Green <craiggreen@gmail.com>	Steven B. Chalken <schalken@ag-td.com>	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>; Nathan Q. Rugg <nqrugg@ag-td.com>		Attorney Client: Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00367865	8th Jud. PLOG_0786		6/30/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367864	8th Jud. PLOG_0787		6/28/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367865	8th Jud. PLOG_0788		6/30/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367875	8th Jud. PLOG_0789		7/5/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367886	8th Jud. PLOG_0790		7/5/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367887	8th Jud. PLOG_0791		7/5/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367890	8th Jud. PLOG_0792		7/6/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367891	8th Jud. PLOG_0793		7/5/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367896	8th Jud. PLOG_0794		7/6/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367899	8th Jud. PLOG_0795		7/6/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367900	8th Jud. PLOG_0796		7/6/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367901	8th Jud. PLOG_0797		7/6/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client: Work Product	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail
CTRL00367912	8th Jud. PLOG_0798		7/7/2016	Craig Green <craiggreen@gmail.com>	Cynthia M. Thomas <CThomas@certlmanbalin.com>	Nicholas Venditto <NVENDITTO@certlmanbalin.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Most Partners 16, LLC	eMail

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00367991	8th Jud. PLOG_0799		7/18/2016	Craig Green <craiggreen@gmail.com>	Nicholas Wendro <NENDRO@certlmanballin.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Draft purchase agreements	eMail
CTRL00367992	8th Jud. PLOG_0800						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Draft purchase agreements	eAttach
CTRL00367993	8th Jud. PLOG_0801						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Draft purchase agreements	eAttach
CTRL00367994	8th Jud. PLOG_0802						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Draft purchase agreements	eAttach
CTRL00368096	8th Jud. PLOG_0803		7/26/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>		Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Orig. charts	eMail
CTRL00368097	8th Jud. PLOG_0804						Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Orig. charts	eAttach
CTRL00368098	8th Jud. PLOG_0805						Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Orig. charts	eAttach
CTRL00369230	8th Jud. PLOG_1016		11/7/2016	Craig Green <craiggreen@gmail.com>	Den McNitt <dm@cmawny.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00369916	8th Jud. PLOG_0806		1/26/2017	Craig Green <craiggreen@gmail.com>	Steven B. Chaiken <schaiken@ag-td.com>; BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>; Nathan Q. Rugg <nqrg@ag-td.com>		Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00369917	8th Jud. PLOG_0807						Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00369918	8th Jud. PLOG_0808						Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00379570	8th Jud. PLOG_0809		3/6/2015	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Draft purchase agreement	eMail
CTRL00379571	8th Jud. PLOG_0810						Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Draft purchase agreement	eAttach
CTRL00379572	8th Jud. PLOG_0811						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Draft purchase agreement	eAttach
CTRL00383002	8th Jud. PLOG_0812		9/16/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>		Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eMail
CTRL00383003	8th Jud. PLOG_0813						Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00383004	8th Jud. PLOG_0814						Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Caesars Bankruptcy Litigation	eAttach
CTRL00385746	8th Jud. PLOG_0815		1/26/2017	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>		Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Nevada litigation	eMail
CTRL00385822	8th Jud. PLOG_0816		2/2/2017	Craig Green <craiggreen@gmail.com>	Steven B. Chaiken <schaiken@ag-td.com>; Nathan Q. Rugg <nqrg@ag-td.com>		Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Nevada litigation	eMail
CTRL00385823	8th Jud. PLOG_0817						Attorney Client Work Product	Attorney Client Work Product	Confidential communication involving information needed to render legal advice and analysis in anticipation of, or in the course of, litigation re: Nevada litigation	eAttach
CTRL00397052	8th Jud. PLOG_0818		11/29/2017	mwen900@gmail.com <mwen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballin.com>; mthomas@heridans.co.uk <mthomas@heridans.co.uk>	Gavin Gruid <ggruid@certlmanballin.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Burg Agreement	eMail
CTRL00397053	8th Jud. PLOG_0819		11/30/2017	BRIAN ZIEGLER <bziegler@certlmanballin.com>	mthomas@heridans.co.uk <mthomas@heridans.co.uk>	Gavin Gruid <ggruid@certlmanballin.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Burg Agreement	eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL0039787	8th Jud. PLOG_1017		4/12/2019	Nicholas Venditto <NICHOLAS.VENDITTO@CERTILMANBALN.COM>	gordon@gordonramsay.com; stuartgillies@gordonramsay.com; thomas@herdians.co.uk; cristhomas@herdians.co.uk	BRIAN ZIEGLER <BZIEGLER@certilmanbaln.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL0039787	8th Jud. PLOG_1018							Attorney Client	Confidential communication involving transfer of interest	eMail
CTRL0039787	8th Jud. PLOG_1019							Attorney Client	Confidential communication involving transfer of interest	eMail
CTRL0039787	8th Jud. PLOG_1020							Attorney Client	Confidential communication involving transfer of interest	eMail
CTRL00393226	8th Jud. PLOG_1021		9/28/2019	BRIAN ZIEGLER <BZIEGLER@certilmanbaln.com>	rowen900@gmail.com <rowen900@gmail.com>			Attorney Client	Confidential communication involving transfer of interest	eMail
CTRL00393226	8th Jud. PLOG_1023							Attorney Client	Confidential communication involving transfer of interest	eMail
CTRL00051725	8th Jud. PLOG_1024		4/29/2019	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certilmanbaln.com>	rowen s <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00051726	8th Jud. PLOG_1025							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00051916	8th Jud. PLOG_1026		4/29/2019	Craig Green <craiggreen@gmail.com>	Brian Ziegler <BZIEGLER@certilmanbaln.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00063169	8th Jud. PLOG_1027		10/30/2019	Craig Green <craiggreen@gmail.com>	Brian Ziegler <BZIEGLER@certilmanbaln.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00063171	8th Jud. PLOG_1028							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00063226	8th Jud. PLOG_1029		10/31/2019	Craig Green <craiggreen@gmail.com>	Hyman Fenster <HFF@chb.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00063464	8th Jud. PLOG_1030		11/5/2019	Craig Green <craiggreen@gmail.com>	Hyman Fenster <HFF@chb.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00063565	8th Jud. PLOG_1031		12/9/2019	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certilmanbaln.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00063587	8th Jud. PLOG_1032							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00065273	8th Jud. PLOG_1033		12/9/2019	Craig Green <craiggreen@gmail.com>	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certilmanbaln.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00065390	8th Jud. PLOG_1034		12/9/2019	Craig Green <craiggreen@gmail.com>	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certilmanbaln.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00065391	8th Jud. PLOG_1035							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00066143	8th Jud. PLOG_1036		12/23/2019	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certilmanbaln.com>	Danielle Abraham <danielleabraham@gmail.com>	Rowen S <rowen900@gmail.com>	Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00066302	8th Jud. PLOG_1037		12/25/2019	Craig Green <craiggreen@gmail.com>	PAUL B. SWERNEY <pswerney@certilmanbaln.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089042	8th Jud. PLOG_1038							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089043	8th Jud. PLOG_1039		2/26/2019	Craig Green <craiggreen@gmail.com>	Stephen Rice <srice@rsc-law.com>	rowen s <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089044	8th Jud. PLOG_1040							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089279	8th Jud. PLOG_1041		3/2/2019	Craig Green <craiggreen@gmail.com>	Stephen Rice <srice@rsc-law.com>	rowen s <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089300	8th Jud. PLOG_1042		3/2/2019	Craig Green <craiggreen@gmail.com>	Stephen Rice <srice@rsc-law.com>	rowen s <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089409	8th Jud. PLOG_1043		3/4/2019	Stephen Rice <srice@rsc-law.com>	Stephen Rice <srice@rsc-law.com>	rowen s <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089500	8th Jud. PLOG_1044							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089843	8th Jud. PLOG_1045		3/20/2019	Stephen Rice <srice@rsc-law.com>	Craig Green <craiggreen@gmail.com>	rowen s <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089844	8th Jud. PLOG_1046							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089845	8th Jud. PLOG_1047							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089846	8th Jud. PLOG_1048		3/10/2019	Craig Green <craiggreen@gmail.com>	Rowen S <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certilmanbaln.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089847	8th Jud. PLOG_1049							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail
CTRL00089848	8th Jud. PLOG_1050							Attorney Client	Confidential communication involving information needed to render legal advice re: transfer of interest	eMail

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CTRL00091840	8th Jud. PLOG_1051							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00091850	8th Jud. PLOG_1052							Attorney Client Work Product	Information needed to render legal advice re: purchase of membership interest	attach
CTRL00091178	8th Jud. PLOG_1053		4/1/2015	Ron Fishman <rfishman@dfidattorneys.com>	rowen s <rowen900@gmail.com>, Chris Barish <chris@brandinggroup.com>			Attorney Client Work Product	Confidential Communication Involving	email
CTRL00091179	8th Jud. PLOG_1054							Attorney Client Work Product	Information needed to render legal advice re: purchase of membership interest	attach
CTRL00091183	8th Jud. PLOG_1055		4/1/2015	Craig Green <craiggreen@gmail.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication Involving email forwarding information needed to render legal advice re: purchase of membership interest	email
CTRL00091193	8th Jud. PLOG_1056		4/1/2015	Craig Green <craiggreen@gmail.com>	Chris Barish <chris@brandinggroup.com>	Ron Fishman <rfishman@dfidattorneys.com>, rowen s <rowen900@gmail.com>		Attorney Client Work Product	Information needed to render legal advice re: purchase of membership interest	email
CTRL00091517	8th Jud. PLOG_1057		4/7/2015	Chris Barish <chris@brandinggroup.com>	Ron Fishman <rfishman@dfidattorneys.com>, rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication Involving	email
CTRL00091677	8th Jud. PLOG_1058		4/8/2015	Ron Fishman <rfishman@dfidattorneys.com>	Chris Barish <chris@brandinggroup.com>, chris@brandinggroup.com	rowen s <rowen900@gmail.com>, brian@bifilmmarketinggroup.com		Attorney Client Work Product	Information needed to render legal advice re: purchase of membership interest	email
CTRL00091678	8th Jud. PLOG_1059							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00091722	8th Jud. PLOG_1060		4/9/2015	Chris Barish <chris@brandinggroup.com>	Ron Fishman <rfishman@dfidattorneys.com>, rowen s <rowen900@gmail.com>			Attorney Client	Confidential Communication Involving	email
CTRL00091724	8th Jud. PLOG_1061		4/9/2015	Chris Barish <chris@brandinggroup.com>	rowen s <rowen900@gmail.com>	Ron Fishman <rfishman@dfidattorneys.com>		Attorney Client	Information needed to render legal advice re: purchase of membership interest	email
CTRL00091726	8th Jud. PLOG_1062		4/9/2015	Craig Green <craiggreen@gmail.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication Involving email forwarding information needed to render legal advice re: purchase of membership interest	email
CTRL00091728	8th Jud. PLOG_1063		4/9/2015	Craig Green <craiggreen@gmail.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication Involving email forwarding information needed to render legal advice re: purchase of membership interest	email
CTRL00091729	8th Jud. PLOG_1064		4/9/2015	Chris Barish <chris@brandinggroup.com>	rowen s <rowen900@gmail.com>, Brian Ziegler <BZIEGLER@centimaball.com>			Attorney Client	Confidential Communication Involving	email
CTRL00091730	8th Jud. PLOG_1065		4/9/2015	Craig Green <craiggreen@gmail.com>	rowen s <rowen900@gmail.com>			Attorney Client	Confidential Communication Involving	email
CTRL00091764	8th Jud. PLOG_1066					Rowen Selbel <rowen900@gmail.com>		Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00091765	8th Jud. PLOG_1067		4/10/2015	Chris Barish <chris@brandinggroup.com>	Ronald A. Fishman <rfishman@dfidattorneys.com>			Attorney Client Work Product	Information needed to render legal advice re: purchase of membership interest	attach
CTRL00091766	8th Jud. PLOG_1068							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00091767	8th Jud. PLOG_1069							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00091768	8th Jud. PLOG_1070							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00091769	8th Jud. PLOG_1071							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00091770	8th Jud. PLOG_1072							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00091777	8th Jud. PLOG_1073		4/10/2015	Chris Barish <chris@brandinggroup.com>	rowen s <rowen900@gmail.com>, Ron Fishman <rfishman@dfidattorneys.com>			Attorney Client	Confidential Communication Involving	email
CTRL00091971	8th Jud. PLOG_1074		4/14/2015	Ron Fishman <rfishman@dfidattorneys.com>	Stephan Rites <stices@mc-law.com>			Attorney Client Work Product	Information needed to render legal advice re: purchase of membership interest	email
CTRL00091972	8th Jud. PLOG_1075							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00091973	8th Jud. PLOG_1076							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00091974	8th Jud. PLOG_1077							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00092000	8th Jud. PLOG_1078		4/15/2015	Chris Barish <chris@brandinggroup.com>	Ronald A. Fishman <rfishman@dfidattorneys.com>	Rowen Selbel <rowen900@gmail.com>		Attorney Client Work Product	Confidential Communication Involving	email
CTRL00092001	8th Jud. PLOG_1079							Attorney Client Work Product	Information needed to render legal advice re: purchase of membership interest	attach
CTRL00092002	8th Jud. PLOG_1080							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00092003	8th Jud. PLOG_1081							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00092004	8th Jud. PLOG_1082							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00092005	8th Jud. PLOG_1083							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00092006	8th Jud. PLOG_1084							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00092014	8th Jud. PLOG_1085		4/15/2015	Chris Barish <chris@brandinggroup.com>	rowen s <rowen900@gmail.com>	Ronald A. Fishman <rfishman@dfidattorneys.com>		Attorney Client	Confidential Communication Involving	email
CTRL00092144	8th Jud. PLOG_1086		4/16/2015	Ron Fishman <rfishman@dfidattorneys.com>	rowen s <rowen900@gmail.com>, Chris Barish <chris@brandinggroup.com>			Attorney Client Work Product	Information needed to render legal advice re: purchase of membership interest	email
CTRL00092145	8th Jud. PLOG_1087							Attorney Client Work Product	Confidential Communication Involving	attach
CTRL00092146	8th Jud. PLOG_1088							Attorney Client Work Product	Information needed to render legal advice re: purchase of membership interest	attach

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CTRL00092160	8th Jud. PLOG_1089		4/17/2015	Craig Green <craiggreen@gmail.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential Communication involving email forwarding information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092212	8th Jud. PLOG_1090		4/17/2015	Craig Green <craiggreen@gmail.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential Communication involving email forwarding information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092343	8th Jud. PLOG_1091		4/20/2015	Linda Brick <lbrick@dfattorneys.com>	Rowen <rowen900@gmail.com>			Attorney Client Work Product	Information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092344	8th Jud. PLOG_1092							Attorney Client Work Product		eMail
CTRL00092345	8th Jud. PLOG_1093							Attorney Client Work Product		eMail
CTRL00092346	8th Jud. PLOG_1094							Attorney Client Work Product		eMail
CTRL00092347	8th Jud. PLOG_1095							Attorney Client Work Product		eMail
CTRL00092348	8th Jud. PLOG_1096							Attorney Client Work Product		eMail
CTRL00092349	8th Jud. PLOG_1097							Attorney Client Work Product		eMail
CTRL00092350	8th Jud. PLOG_1098							Attorney Client Work Product		eMail
CTRL00092351	8th Jud. PLOG_1099							Attorney Client Work Product		eMail
CTRL00092352	8th Jud. PLOG_1100							Attorney Client Work Product		eMail
CTRL00092353	8th Jud. PLOG_1101							Attorney Client Work Product		eMail
CTRL00092354	8th Jud. PLOG_1102							Attorney Client Work Product		eMail
CTRL00092467	8th Jud. PLOG_1103		4/21/2015	Chris Barish <chris@brandinggroup.com>	Rowen Selbel <rowen900@gmail.com>			Attorney Client	Confidential Communication involving email chain forwarding information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092468	8th Jud. PLOG_1104		4/21/2015	Chris Barish <chris@brandinggroup.com>	Rowen Selbel <rowen900@gmail.com>			Attorney Client	Confidential Communication involving email chain forwarding information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092512	8th Jud. PLOG_1105		4/22/2015	Linda Brick <lbrick@dfattorneys.com>	Rowen Selbel <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092513	8th Jud. PLOG_1106							Attorney Client Work Product		eMail
CTRL00092537	8th Jud. PLOG_1107		4/22/2015	Chris Barish <chris@brandinggroup.com>	Rowen Selbel <rowen900@gmail.com>			Attorney Client	Confidential Communication involving email forwarding information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092706	8th Jud. PLOG_1108		4/27/2015	Jon Fisman <jfahman@dfattorneys.com>	chris@brandinggroup.com <chris@brandinggroup.com>			Attorney Client	Confidential Communication involving information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092707	8th Jud. PLOG_1109				rowen900@gmail.com <rowen900@gmail.com>			Attorney Client		eMail
CTRL00092708	8th Jud. PLOG_1110							Attorney Client Work Product		eMail
CTRL00092831	8th Jud. PLOG_1111		4/29/2015	rowen s <rowen900@gmail.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication involving email forwarding information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092832	8th Jud. PLOG_1112							Attorney Client		eMail
CTRL00092833	8th Jud. PLOG_1113							Attorney Client Work Product		eMail
CTRL00092834	8th Jud. PLOG_1114		4/29/2015	rowen s <rowen900@gmail.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication involving email forwarding information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092835	8th Jud. PLOG_1115							Attorney Client Work Product		eMail
CTRL00092837	8th Jud. PLOG_1116		4/29/2015	rowen s <rowen900@gmail.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication involving email forwarding information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092838	8th Jud. PLOG_1117							Attorney Client Work Product		eMail
CTRL00092839	8th Jud. PLOG_1118							Attorney Client Work Product		eMail
CTRL00092840	8th Jud. PLOG_1119							Attorney Client Work Product		eMail
CTRL00092841	8th Jud. PLOG_1120							Attorney Client Work Product		eMail
CTRL00092842	8th Jud. PLOG_1121							Attorney Client Work Product		eMail
CTRL00092843	8th Jud. PLOG_1122							Attorney Client Work Product		eMail
CTRL00092844	8th Jud. PLOG_1123							Attorney Client Work Product		eMail
CTRL00092845	8th Jud. PLOG_1124							Attorney Client Work Product		eMail
CTRL00092846	8th Jud. PLOG_1125							Attorney Client Work Product		eMail
CTRL00092847	8th Jud. PLOG_1126							Attorney Client Work Product		eMail
CTRL00092848	8th Jud. PLOG_1127							Attorney Client Work Product		eMail
CTRL00092937	8th Jud. PLOG_1128		5/1/2015	Jon Fisman <jfahman@dfattorneys.com>	chris@brandinggroup.com <chris@brandinggroup.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest.	eMail
CTRL00092938	8th Jud. PLOG_1129				rowen900@gmail.com <rowen900@gmail.com>			Attorney Client Work Product		eMail

Control ID	8th Jud. PLOG	USDC_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTLR00093485	8th Jud. PLOG_1130		5/11/2015	Linda Brick <LBrick@dfdatorneys.com>	srice@rsc-law.com <srice@rsc-law.com>	Ron Fishman <RFishma@dfdatorneys.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093486	8th Jud. PLOG_1131							Attorney Client Work Product		eAttach
CTLR00093487	8th Jud. PLOG_1132							Attorney Client Work Product		eAttach
CTLR00093489	8th Jud. PLOG_1133		5/11/2015	Craig Green <cralngnrg@gmail.com>	Rowen S <rowen900@gmail.com>				Confidential Communication forwarding email chain involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093491	8th Jud. PLOG_1134							Attorney Client Work Product		eAttach
CTLR00093492	8th Jud. PLOG_1135							Attorney Client Work Product		eAttach
CTLR00093493	8th Jud. PLOG_1136							Attorney Client Work Product		eAttach
CTLR00093644	8th Jud. PLOG_1137		5/13/2015	Ron Fishman <RFishman@dfdatorneys.com>	rowen900@gmail.com srice@rsc-law.com <srice@rsc-law.com>; chris@brandinggroup.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093645	8th Jud. PLOG_1138							Attorney Client Work Product		eAttach
CTLR00093648	8th Jud. PLOG_1139		5/13/2015	Chris Barish <chris@brandinggroup.com>	Ron Fishman <RFishman@dfdatorneys.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093649	8th Jud. PLOG_1140		5/13/2015	Craig Green <cralngnrg@gmail.com>	rowen s <rowen900@gmail.com>			Attorney Client	Confidential Communication involving email chain forwarding and regarding information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093674	8th Jud. PLOG_1141		5/13/2015	Chris Barish <chris@brandinggroup.com>	srice@rsc-law.com <srice@rsc-law.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093675	8th Jud. PLOG_1142							Attorney Client Work Product		eAttach
CTLR00093771	8th Jud. PLOG_1143		5/14/2015	Craig Green <cralngnrg@gmail.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093773	8th Jud. PLOG_1144		5/14/2015	Ron Fishman <RFishman@dfdatorneys.com>	Chris Barish <chris@brandinggroup.com>; rowen <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eAttach
CTLR00093782	8th Jud. PLOG_1145							Attorney Client Work Product		eMail
CTLR00093784	8th Jud. PLOG_1146							Attorney Client Work Product		eAttach
CTLR00093789	8th Jud. PLOG_1147		5/14/2015	Craig Green <cralngnrg@gmail.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093790	8th Jud. PLOG_1148		5/14/2015	Stephen Rice <srice@rsc-law.com>	rowen s <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093802	8th Jud. PLOG_1149		5/14/2015	Stephen Rice <srice@rsc-law.com>	Craig Green <cralngnrg@gmail.com>; rowen s <rowen900@gmail.com>			Attorney Client	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093803	8th Jud. PLOG_1150		5/14/2015	Ron Fishman <RFishman@dfdatorneys.com>	rowen <rowen900@gmail.com>; chris@brandinggroup.com>	rowen900@gmail.com chris@rsc-law.com <chris@rsc-law.com>; chris@brandinggroup.com>; BRIAN ZIESLER <BZIESLER@certimballab.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093864	8th Jud. PLOG_1151		5/15/2015	Ron Fishman <RFishman@dfdatorneys.com>	Stephen Rice <srice@rsc-law.com>	rowen900@gmail.com chris@rsc-law.com <chris@rsc-law.com>; chris@brandinggroup.com>; BRIAN ZIESLER <BZIESLER@certimballab.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00093869	8th Jud. PLOG_1152		5/15/2015	Stephen Rice <srice@rsc-law.com>	'Ron Fishman' <RFishman@dfdatorneys.com>	chris@brandinggroup.com chris@brandinggroup.com>; BRIAN ZIESLER <BZIESLER@certimballab.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00094078	8th Jud. PLOG_1153		5/19/2015	Linda Brick <LBrick@dfdatorneys.com>	Rowen Seibel <Rowen900@gmail.com>	Rowen Seibel <Rowen900@gmail.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00094079	8th Jud. PLOG_1154							Attorney Client Work Product		eAttach
CTLR00094085	8th Jud. PLOG_1155		5/19/2015	Craig Green <cralngnrg@gmail.com>	Rowen S <rowen900@gmail.com>			Attorney Client Work Product	Confidential Communication forwarding email involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00094089	8th Jud. PLOG_1156							Attorney Client Work Product		eAttach
CTLR00094090	8th Jud. PLOG_1157							Attorney Client Work Product		eAttach
CTLR00094091	8th Jud. PLOG_1158							Attorney Client Work Product		eAttach
CTLR00094383	8th Jud. PLOG_1159		5/26/2015	Ron Fishman <RFishman@dfdatorneys.com>	chris@brandinggroup.com chris@brandinggroup.com>	rowen900@gmail.com <rowen900@gmail.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTLR00094384	8th Jud. PLOG_1160							Attorney Client Work Product		eAttach
CTLR00094395	8th Jud. PLOG_1161							Attorney Client Work Product		eAttach
CTLR00095706	8th Jud. PLOG_1162		6/19/2015	Chris Barish <chris@brandinggroup.com>	Ronald A. Fishman <rfishman@dfdatorneys.com>	Rowen Seibel <rowen900@gmail.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail

Record Type	Privilege Description	Privilege Type	Email BCC	Email CC	Email To	Email From	Email Sent Date	USDC_PLOG	8th_Jud_PLOG	Control ID
eMail	Confidential Communication Involving Information needed to render legal advice re: GR Burger Agreement	Attorney Client; Work Product			BRYAN ZIEGLER <BZIEGLER@certimaibalin.com>; rowen s <rowen900@gmail.com>		8/11/2015	Craig Green <craigneerg@gmail.com>	8th Jud_PLOG_1163 8th Jud_PLOG_1164	CTRL00098072 CTRL00098073
eMail	Confidential Communication Involving Information needed to render legal advice re: GR Burger Agreement	Attorney Client			rowen s <rowen900@gmail.com>; BRIAN ZIEGLER <BZIEGLER@certimaibalin.com>		8/11/2015	Craig Green <craigneerg@gmail.com>	8th Jud_PLOG_1165 8th Jud_PLOG_1166	CTRL00098074 CTRL00098075
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product								
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product			Craig Benjamin Green <craigneerg@gmail.com>		4/17/2015	rowen s <rowen900@gmail.com>	8th Jud_PLOG_1167 8th Jud_PLOG_1168	CTRL000141030 CTRL000141031
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client			Ron Fshman <RFshman@dfdatorneys.com>		4/8/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1169	CTRL000141181
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client			Craig Benjamin Green <craigneerg@gmail.com>		4/9/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1170 8th Jud_PLOG_1171	CTRL000141189 CTRL000141190
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1172	CTRL000141191
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client			Chris Barish <chris@brandingoup.com>		4/9/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1173	CTRL000141193
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client			Chris Barish <chris@brandingoup.com>; Brian Ziegler <BZIEGLER@certimaibalin.com>		4/9/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1174	CTRL000141195
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client			Craig Green <craigneerg@gmail.com>		4/9/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1175	CTRL000141196
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client			Ron Fshman <RFshman@dfdatorneys.com>; Chris Barish <chris@brandingoup.com>		4/10/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1176	CTRL000141204
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product			Craig Green <craigneerg@gmail.com>		4/14/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1177 8th Jud_PLOG_1178 8th Jud_PLOG_1179	CTRL000141259 CTRL000141260 CTRL000141261
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1180	CTRL000141262
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1181	CTRL000141263
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eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1183	CTRL000141265
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client			Chris Barish <chris@brandingoup.com>		4/15/2015	rowen s <rowen900@gmail.com>	8th Jud_PLOG_1184	CTRL000141269
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client			Ron Fshman <RFshman@dfdatorneys.com>		4/16/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1185	CTRL000141303
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product			Craig Benjamin Green <craigneerg@gmail.com>		4/17/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1186 8th Jud_PLOG_1187 8th Jud_PLOG_1188	CTRL000141304 CTRL000141305 CTRL000141306
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1189	CTRL000141307
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client			Ron Fshman <RFshman@dfdatorneys.com>		4/17/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1190	CTRL000141318
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client			Ron Fshman <RFshman@dfdatorneys.com>		4/17/2015	Rowen <rowen900@gmail.com>	8th Jud_PLOG_1191	CTRL000141320
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1192 8th Jud_PLOG_1193 8th Jud_PLOG_1194	CTRL000141340 CTRL000141342 CTRL000141343
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1195	CTRL000141345
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1196	CTRL000141346
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1197	CTRL000141350
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1198	CTRL000141352
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1199	CTRL000141354
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1200	CTRL000141356
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1201	CTRL000141359
eMail	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	Attorney Client; Work Product							8th Jud_PLOG_1202	CTRL000141361

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CTRL00141362	8th Jud. PLOG_1203							Attorney Client; Work Product	Confidential Communication Involving email forwarding information needed to render legal advice re: purchase of membership interest	eMail
CTRL00141438	8th Jud. PLOG_1204		4/27/2015	rowen <rowen900@gmail.com>	Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential Communication Involving email forwarding information needed to render legal advice re: purchase of membership interest	eMail
CTRL00141439	8th Jud. PLOG_1205							Attorney Client	Confidential Communication Involving email forwarding information needed to render legal advice re: purchase of membership interest	eMail
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CTRL00141441	8th Jud. PLOG_1207		4/29/2015	rowen <rowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client; Work Product	Confidential Communication Involving email forwarding information needed to render legal advice re: purchase of membership interest	eMail
CTRL00141442	8th Jud. PLOG_1208							Attorney Client; Work Product	Confidential Communication Involving email forwarding work product and information needed to render legal advice re: purchase of membership interest	eMail
CTRL00141627	8th Jud. PLOG_1209		5/13/2015	rowen <rowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client	Confidential Communication Involving email forwarding work product and information needed to render legal advice re: purchase of membership interest	eMail
CTRL00141628	8th Jud. PLOG_1210							Attorney Client; Work Product	Confidential Communication Involving email forwarding work product and information needed to render legal advice re: purchase of membership interest	eMail
CTRL00141667	8th Jud. PLOG_1211		5/14/2015	rowen <rowen900@gmail.com>	Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00142890	8th Jud. PLOG_1212		8/21/2015	rowen <rowen900@gmail.com>	Stephen Rice <srice@rsc-law.com>	Craig Green <craiggreen@gmail.com> Yvonne Gallucci <ygalucci@rsc-law.com>		Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00172381	8th Jud. PLOG_1213		4/8/2015	rowen <rowen900@gmail.com>	Ron Fishman <rfishman@dfdatorneys.com>			Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00172386	8th Jud. PLOG_1214		4/9/2015	rowen <rowen900@gmail.com>	Craig Green <craiggreen@gmail.com>			Attorney Client; Work Product	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00172424	8th Jud. PLOG_1215		4/15/2015	rowen <rowen900@gmail.com>	Chris Barish <chris@brandinggroup.com>	Ronald A. Fishman <rfishman@dfdatorneys.com>		Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00172483	8th Jud. PLOG_1216		4/17/2015	rowen <rowen900@gmail.com>	Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175570	8th Jud. PLOG_1217		4/29/2015	rowen <rowen900@gmail.com>	Danielle Abraham <danielleabraham@gmail.com>			Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175571	8th Jud. PLOG_1218							Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175572	8th Jud. PLOG_1219							Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175573	8th Jud. PLOG_1220		4/29/2015	rowen <rowen900@gmail.com>	Danielle Abraham <danielleabraham@gmail.com>			Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175574	8th Jud. PLOG_1221							Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175576	8th Jud. PLOG_1222		4/29/2015	rowen <rowen900@gmail.com>	Danielle Abraham <danielleabraham@gmail.com>			Attorney Client; Work Product	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175578	8th Jud. PLOG_1223							Attorney Client; Work Product	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
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CTRL00175590	8th Jud. PLOG_1230							Attorney Client; Work Product	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
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CTRL00175598	8th Jud. PLOG_1234							Attorney Client; Work Product	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175661	8th Jud. PLOG_1235		5/11/2015	rowen <rowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client; Work Product	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175662	8th Jud. PLOG_1236							Attorney Client; Work Product	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175665	8th Jud. PLOG_1237							Attorney Client; Work Product	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175677	8th Jud. PLOG_1238		5/13/2015	rowen <rowen900@gmail.com>	Chris Barish <chris@brandinggroup.com>	Ron Fishman <rfishman@dfdatorneys.com>		Attorney Client	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00175981	8th Jud. PLOG_1239		5/13/2015	rowen <rowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client; Work Product	Confidential Communication Involving information needed to render legal advice re: purchase of membership interest	eMail

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CTRL00317583	8th Jud. PLOG 1241							Attorney Client	Confidential Communication Involving Information needed to render legal advice re: GR Burg	eMail
CTRL00317521	8th Jud. PLOG 1242		5/19/2015 rowen s <rowen900@gmail.com>	BRIAN ZIEGLER	Ron Fisman <rfisman@dfsturneys.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00319980	8th Jud. PLOG 1243		3/22/2015 <427651BX@certlmanballn.com>		Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00319980	8th Jud. PLOG 1244							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00310113	8th Jud. PLOG 1245		2/20/2014 HyVan Fenster <hfenster@certlmanballn.com>		'Craig Green' <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00310120	8th Jud. PLOG 1246		2/20/2014 HyVan Fenster <hfenster@certlmanballn.com>		'Craig Green' <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00310122	8th Jud. PLOG 1247		2/20/2014 HyVan Fenster <hfenster@certlmanballn.com>		'Craig Green' <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00310130	8th Jud. PLOG 1248		2/21/2014 HyVan Fenster <hfenster@certlmanballn.com>		'Craig Green' <craiggreen@gmail.com>			Attorney Client	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00310131	8th Jud. PLOG 1249		2/21/2014 HyVan Fenster <hfenster@certlmanballn.com>		Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00310133	8th Jud. PLOG 1250		2/21/2014 HyVan Fenster <hfenster@certlmanballn.com>		'Craig Green' <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00310137	8th Jud. PLOG 1251		2/21/2014 HyVan Fenster <hfenster@certlmanballn.com>		'Craig Green' <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00319879	8th Jud. PLOG 1252		2/26/2015 Stephen Rice <srice@rsc-law.com>		'Craig Green' <craiggreen@gmail.com>			Attorney Client	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00319885	8th Jud. PLOG 1253		2/26/2015 Stephen Rice <srice@rsc-law.com>		'Craig Green' <craiggreen@gmail.com>	Kyanna Cunningham <kuncunningham@rsc-law.com>		Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00319991	8th Jud. PLOG 1254		3/2/2015 Stephen Rice <srice@rsc-law.com>		'Craig Green' <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00319995	8th Jud. PLOG 1255		3/2/2015 Stephen Rice <srice@rsc-law.com>		'Craig Green' <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00319998	8th Jud. PLOG 1256		3/2/2015 Stephen Rice <srice@rsc-law.com>		'Craig Green' <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321019	8th Jud. PLOG 1257		4/9/2015 Rowen <rowen900@gmail.com>		Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321020	8th Jud. PLOG 1258							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321035	8th Jud. PLOG 1259		4/9/2015 <rowen360@aol.com>		Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321036	8th Jud. PLOG 1260							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
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CTRL00321041	8th Jud. PLOG 1263							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321051	8th Jud. PLOG 1264		4/10/2015 Stephen Rice <srice@rsc-law.com>		Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321056	8th Jud. PLOG 1265							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
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CTRL00321060	8th Jud. PLOG 1269							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321061	8th Jud. PLOG 1270							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321187	8th Jud. PLOG 1271		4/14/2015 Rowen <rowen900@gmail.com>		Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321188	8th Jud. PLOG 1272							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321189	8th Jud. PLOG 1273							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321191	8th Jud. PLOG 1274							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321195	8th Jud. PLOG 1275		4/14/2015 Stephen Rice <srice@rsc-law.com>		Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail
CTRL00321196	8th Jud. PLOG 1276							Attorney Client Work Product	Confidential Communication Involving Information needed to render legal advice re: purchase of membership interest	eMail

Control ID	8th Jud. PLOG	UBC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00321297	8th Jud. PLOG 1277							Attorney Client Work Product		attach
CTRL00321298	8th Jud. PLOG 1278							Attorney Client Work Product		attach
CTRL00321299	8th Jud. PLOG 1279		4/17/2015	Rowen <rowen360@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication involving email forwarding information needed to render legal advice re: purchase of membership interest	email
CTRL00321300	8th Jud. PLOG 1280							Attorney Client Work Product		attach
CTRL00321301	8th Jud. PLOG 1281							Attorney Client Work Product		attach
CTRL00321302	8th Jud. PLOG 1282		4/20/2015	Rowen <rowen360@aol.com>	Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication involving email forwarding information needed to render legal advice re: purchase of membership interest	email
CTRL00321303	8th Jud. PLOG 1283							Attorney Client Work Product		attach
CTRL00321304	8th Jud. PLOG 1284							Attorney Client Work Product		attach
CTRL00321305	8th Jud. PLOG 1285		4/20/2015	Rowen <rowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication involving email forwarding information needed to render legal advice re: purchase of membership interest	email
CTRL00321306	8th Jud. PLOG 1286							Attorney Client Work Product		attach
CTRL00321307	8th Jud. PLOG 1287							Attorney Client Work Product		attach
CTRL00321308	8th Jud. PLOG 1288							Attorney Client Work Product		attach
CTRL00321309	8th Jud. PLOG 1289							Attorney Client Work Product		attach
CTRL00321310	8th Jud. PLOG 1290							Attorney Client Work Product		attach
CTRL00321311	8th Jud. PLOG 1291							Attorney Client Work Product		attach
CTRL00321312	8th Jud. PLOG 1292							Attorney Client Work Product		attach
CTRL00321313	8th Jud. PLOG 1293							Attorney Client Work Product		attach
CTRL00321314	8th Jud. PLOG 1294							Attorney Client Work Product		attach
CTRL00321315	8th Jud. PLOG 1295							Attorney Client Work Product		attach
CTRL00321316	8th Jud. PLOG 1296							Attorney Client Work Product		attach
CTRL00321317	8th Jud. PLOG 1297		4/27/2015	Rowen <rowen900@gmail.com>	Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	email
CTRL00321318	8th Jud. PLOG 1298							Attorney Client Work Product		attach
CTRL00321319	8th Jud. PLOG 1299							Attorney Client Work Product		attach
CTRL00321320	8th Jud. PLOG 1300		5/1/2015	Stephen Rice <rice@nsc-law.com>	Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	email
CTRL00321321	8th Jud. PLOG 1301							Attorney Client Work Product		attach
CTRL00321322	8th Jud. PLOG 1302							Attorney Client Work Product		attach
CTRL00321323	8th Jud. PLOG 1303		5/11/2015	Stephen Rice <rice@nsc-law.com>	Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	email
CTRL00321324	8th Jud. PLOG 1304							Attorney Client Work Product		attach
CTRL00321325	8th Jud. PLOG 1305							Attorney Client Work Product		attach
CTRL00321326	8th Jud. PLOG 1306		5/13/2015	Stephen Rice <rice@nsc-law.com>	Craig Green <craiggreen@gmail.com>	Yvonne Gallucci <yvonnegallucci@nsc-law.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	email
CTRL00321327	8th Jud. PLOG 1307							Attorney Client Work Product		attach
CTRL00321328	8th Jud. PLOG 1308		5/13/2015	Rowen <rowen900@gmail.com>	Craig Benjamin Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication involving email containing information needed to render legal advice re: purchase of membership interest	email
CTRL00321329	8th Jud. PLOG 1309							Attorney Client Work Product		attach
CTRL00321330	8th Jud. PLOG 1310							Attorney Client Work Product		attach
CTRL00321331	8th Jud. PLOG 1311		5/13/2015	Stephen Rice <rice@nsc-law.com>	Craig Green <craiggreen@gmail.com>	Yvonne Gallucci <yvonnegallucci@nsc-law.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	email
CTRL00321332	8th Jud. PLOG 1312							Attorney Client Work Product		attach
CTRL00321333	8th Jud. PLOG 1313		5/13/2015	Stephen Rice <rice@nsc-law.com>	Craig Green <craiggreen@gmail.com>	Yvonne Gallucci <yvonnegallucci@nsc-law.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	email
CTRL00321334	8th Jud. PLOG 1314							Attorney Client Work Product		attach
CTRL00321335	8th Jud. PLOG 1315		5/14/2015	Stephen Rice <rice@nsc-law.com>	Craig Green <craiggreen@gmail.com>	Yvonne Gallucci <yvonnegallucci@nsc-law.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	email
CTRL00321336	8th Jud. PLOG 1316							Attorney Client Work Product		attach
CTRL00321337	8th Jud. PLOG 1317		5/19/2015	Stephen Rice <rice@nsc-law.com>	Craig Green <craiggreen@gmail.com>			Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	email
CTRL00321338	8th Jud. PLOG 1318							Attorney Client Work Product		attach
CTRL00321339	8th Jud. PLOG 1319							Attorney Client Work Product		attach
CTRL00321340	8th Jud. PLOG 1320		5/21/2015	Stephen Rice <rice@nsc-law.com>	Craig Green <craiggreen@gmail.com>	Yvonne Gallucci <yvonnegallucci@nsc-law.com>		Attorney Client Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	email
CTRL00321341	8th Jud. PLOG 1321							Attorney Client Work Product		attach
CTRL00321342	8th Jud. PLOG 1322							Attorney Client Work Product		attach
CTRL00321343	8th Jud. PLOG 1323							Attorney Client Work Product		attach

Control ID	1st Jud. PLOG	UBC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00323208	1st Jud. PLOG_1334							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323209	1st Jud. PLOG_1335							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323210	1st Jud. PLOG_1336							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323211	1st Jud. PLOG_1337							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323212	1st Jud. PLOG_1338							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323213	1st Jud. PLOG_1339							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323214	1st Jud. PLOG_1340							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323215	1st Jud. PLOG_1341							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323216	1st Jud. PLOG_1342							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323217	1st Jud. PLOG_1343							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323218	1st Jud. PLOG_1344							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323219	1st Jud. PLOG_1345							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323220	1st Jud. PLOG_1346							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323221	1st Jud. PLOG_1347							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323222	1st Jud. PLOG_1348							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323223	1st Jud. PLOG_1349							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323224	1st Jud. PLOG_1350							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323225	1st Jud. PLOG_1351							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323226	1st Jud. PLOG_1352							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323227	1st Jud. PLOG_1353							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323228	1st Jud. PLOG_1354							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323229	1st Jud. PLOG_1355							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323230	1st Jud. PLOG_1356							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323231	1st Jud. PLOG_1357							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323232	1st Jud. PLOG_1358							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323233	1st Jud. PLOG_1359							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323234	1st Jud. PLOG_1360							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323235	1st Jud. PLOG_1361							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323236	1st Jud. PLOG_1362							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323237	1st Jud. PLOG_1363							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail
CTRL00323238	1st Jud. PLOG_1364							Attorney Client Work Product	Information needed to render legal advice re: Pub/Streak ownership	eMail

Control ID	8th Jud PLOG	USD_C_PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00370253	8th Jud PLOG_1365		3/13/2017	Craig Green <craigneeg@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlinmballin.com>	Nathan Q. Rugg <nqr9@ag-ld.com>; Steven B. Chalken <sbcc@ag-ld.com>	Attorney Client	Attorney Client	Confidential Communication involving information needed to render legal advice re: Pub/Steak ownership	eMail
	8th Jud PLOG_1366		2/20/2014	Craig Green <craigneeg@gmail.com>	Hylin Finster <HFF@cah.com>			Attorney Client; Work Product	Information needed to render legal advice re: Pub/Steak Ownership	eMail
CTRL00379104	8th Jud PLOG_1367							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: Pub/Steak ownership	eMail
	8th Jud PLOG_1368		2/20/2014	Craig Green <craigneeg@gmail.com>	Joshua Berg <jshuaba.berg@nylaw.com>			Work Product; Accountant Client	Information needed to render legal advice re: Pub/Steak ownership	eMail
CTRL00379107	8th Jud PLOG_1369							Work Product; Accountant Client	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
	8th Jud PLOG_1370		3/2/2015	Craig Green <craigneeg@gmail.com>	Stephen Rice <srice@trsc-law.com>			Attorney Client	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00379885	8th Jud PLOG_1371		6/1/2015	Craig Green <craigneeg@gmail.com>	Joshua Berg <jshuaba.berg@nylaw.com>			Attorney Client; Work Product	Information needed to render legal advice re: purchase of membership interest	eMail
	8th Jud PLOG_1372							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00379887	8th Jud PLOG_1373							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
	8th Jud PLOG_1374							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00379888	8th Jud PLOG_1375							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
	8th Jud PLOG_1376							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
CTRL00379890	8th Jud PLOG_1377							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest	eMail
	8th Jud PLOG_1378							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: purchase of membership interest and necessary tax documents	eMail
CTRL00379892	8th Jud PLOG_1379		3/15/2016	Craig Green <craigneeg@gmail.com>	Joshua Berg <jshuaba.berg@nylaw.com>			Accountant Client	Work Product; Accountant Client	eMail
	8th Jud PLOG_1380							Work Product; Accountant Client	Work Product; Accountant Client	eMail
CTRL00381317	8th Jud PLOG_1381							Work Product; Accountant Client	Work Product; Accountant Client	eMail
	8th Jud PLOG_1382							Work Product; Accountant Client	Work Product; Accountant Client	eMail
CTRL00381319	8th Jud PLOG_1383							Work Product; Accountant Client	Work Product; Accountant Client	eMail
	8th Jud PLOG_1384							Work Product; Accountant Client	Work Product; Accountant Client	eMail
CTRL00381321	8th Jud PLOG_1385							Work Product; Accountant Client	Work Product; Accountant Client	eMail
	8th Jud PLOG_1386							Work Product; Accountant Client	Work Product; Accountant Client	eMail
CTRL00381323	8th Jud PLOG_1387							Work Product; Accountant Client	Work Product; Accountant Client	eMail
	8th Jud PLOG_1388							Work Product; Accountant Client	Work Product; Accountant Client	eMail
CTRL00381324	8th Jud PLOG_1389							Work Product; Accountant Client	Work Product; Accountant Client	eMail
	8th Jud PLOG_1390		4/7/2016	Rowen <rowen90@gmail.com>	Craig Benjamin Green <craigneeg@gmail.com>			Attorney Client	Confidential communication involving forwarding legal advice re: the designation of duties under the DNT Agreement	eMail
CTRL00384853	8th Jud PLOG_1391							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: 16 entities	eMail
	8th Jud PLOG_1392							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: 16 entities	eMail
CTRL00384859	8th Jud PLOG_1393							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: 16 entities	eMail
	8th Jud PLOG_1394							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: 16 entities	eMail
CTRL00384876	8th Jud PLOG_1395		6/16/2016	Cynthia M. Thomas <CThomas@certlinmballin.com>	Craig Green <craigneeg@gmail.com>			Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: 16 entities	eMail
	8th Jud PLOG_1396							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: 16 entities	eMail
CTRL00384877	8th Jud PLOG_1397							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: 16 entities	eMail
	8th Jud PLOG_1398							Attorney Client; Work Product	Confidential Communication involving information needed to render legal advice re: 16 entities	eMail
CTRL00384879	8th Jud PLOG_1399							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Sebel Family 2016 Trust	eMail
	8th Jud PLOG_1400		6/22/2016	STEVEN SULSKY <ssulsky@certlinmballin.com>	Cynthia M. Thomas <CThomas@certlinmballin.com>	<craigneeg@gmail.com>; <shunter@certlinmballin.com>; <lhunter@certlinmballin.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail
CTRL00384880	8th Jud PLOG_1401		6/22/2016	Michael Sirdar <msirdar@klaw.com>	Craig Benjamin Green <craigneeg@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail
	8th Jud PLOG_1402							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail
CTRL00384887	8th Jud PLOG_1403		6/27/2016	Michael Sirdar <msirdar@klaw.com>	Craig Benjamin Green <craigneeg@gmail.com>			Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail
	8th Jud PLOG_1404							Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail
CTRL00384893	8th Jud PLOG_1405		6/27/2016	Michael Sirdar <msirdar@klaw.com>	Craig Green <craigneeg@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail
	8th Jud PLOG_1406		6/27/2016	Michael Sirdar <msirdar@klaw.com>	Craig Green <craigneeg@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail
CTRL00384892	8th Jud PLOG_1407		6/27/2016	Michael Sirdar <msirdar@klaw.com>	Craig Green <craigneeg@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail
	8th Jud PLOG_1408		6/27/2016	Michael Sirdar <msirdar@klaw.com>	Craig Green <craigneeg@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail
CTRL00384899	8th Jud PLOG_1409		6/29/2016	BRIAN ZIEGLER <BZIEGLER@certlinmballin.com>	Craig Green <craigneeg@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail
	8th Jud PLOG_1410							Attorney Client	Confidential communication involving information needed to render legal advice re: Sebel criminal matter	eMail

Control ID	8th Jud. PLOG	USDC PLOG	Email Sent Date	Email From	Email To	Email CC	Email BCC	Privilege Type	Privilege Description	Record Type
CTRL00338951	8th Jud. PLOG_1410		6/29/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Craig Green <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338956	8th Jud. PLOG_1411		6/30/2016	Michael Sarder <msarder@flaw.com>	Craig Green <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338957	8th Jud. PLOG_1412						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338958	8th Jud. PLOG_1413						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338959	8th Jud. PLOG_1414		7/11/2016	Michael Sarder <msarder@flaw.com>	'craigneerg@gmail.com' <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338960	8th Jud. PLOG_1415						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338961	8th Jud. PLOG_1416		7/11/2016	owen s <owens90@gmail.com>	Craig Benjamin Green <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338962	8th Jud. PLOG_1417						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338963	8th Jud. PLOG_1418						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338964	8th Jud. PLOG_1419	USDC PLOG_0400	7/13/2016	Michael Sarder <msarder@flaw.com>	'craigneerg@gmail.com' <craigneerg@gmail.com> BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Joshua Berg <joshua.berg@phwl.com>; Mary Berg <mary.berg@phwl.com>; 'craigneerg@gmail.com' <craigneerg@gmail.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338965	8th Jud. PLOG_1420		7/14/2016	Michael Sarder <msarder@flaw.com>	Randi Lee Owen <randi.owen@nylaw.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338966	8th Jud. PLOG_1421		7/15/2016	Michael Sarder <msarder@flaw.com>	Craig Green <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338967	8th Jud. PLOG_1422		7/27/2016	Michael Sarder <msarder@flaw.com>	Craig Green <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338968	8th Jud. PLOG_1423		8/9/2016	Michael Sarder <msarder@flaw.com>	Craig Green <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338969	8th Jud. PLOG_1424		8/24/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	'Craig Green' <craigneerg@gmail.com> <craigneerg@gmail.com> BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>; Craig Green <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338970	8th Jud. PLOG_1425		12/1/2016	Michael Sarder <msarder@flaw.com>	Steven B. Chalken <sbch@ag-td.com>; Nathan Q. Rugg <nqr@ag-td.com>; Craig Benjamin Green <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338971	8th Jud. PLOG_1426		12/8/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>	Craig Green <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338972	8th Jud. PLOG_1427						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338973	8th Jud. PLOG_1428			BARBARA HOGAN <BHOGAN@certlmanbalin.com>	'schalken@ag-td.com' <schalken@ag-td.com>; 'Craig Green' <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338974	8th Jud. PLOG_1429		12/8/2016	BRIAN ZIEGLER <BZIEGLER@certlmanbalin.com>			Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338975	8th Jud. PLOG_1430						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338976	8th Jud. PLOG_1431		1/17/2017	Nathan Q. Rugg <nqr@ag-td.com>	briggier@certlmanbalin.com <briggier@certlmanbalin.com>	Craig Green <craigneerg@gmail.com>; Steven B. Chalken <sbch@ag-td.com>	Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338977	8th Jud. PLOG_1432		7/3/2016	Amie Sabo <csabog@casars.com>	Nathan Q. Rugg <nqr@ag-td.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338978	8th Jud. PLOG_1433		7/2/2016	Amie Sabo <csabog@casars.com>	Nathan Q. Rugg <nqr@ag-td.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338979	8th Jud. PLOG_1434						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338980	8th Jud. PLOG_1435		4/18/2017	Nicholas Venditto <NVENDITTO@CERTLMANBALIN.COM>	'Craig Green' <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338981	8th Jud. PLOG_1436						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338982	8th Jud. PLOG_1437						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338983	8th Jud. PLOG_1438		4/20/2017	Nicholas Venditto <NVENDITTO@CERTLMANBALIN.COM>	'Craig Green' <craigneerg@gmail.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338984	8th Jud. PLOG_1439						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338985	8th Jud. PLOG_1440						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338986	8th Jud. PLOG_1441		5/11/2016	Craig Green <craigneerg@gmail.com>	Michael Sarder <msarder@flaw.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338987	8th Jud. PLOG_1442						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338988	8th Jud. PLOG_1443		6/29/2016	Craig Green <craigneerg@gmail.com>	Brian Ziegler <BZIEGLER@certlmanbalin.com>		Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338989	8th Jud. PLOG_1444						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338990	8th Jud. PLOG_1445						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338991	8th Jud. PLOG_1446						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338992	8th Jud. PLOG_1447						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338993	8th Jud. PLOG_1448						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail
CTRL00338994	8th Jud. PLOG_1449						Attorney Client	Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel criminal matter	eMail

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CTRL00367850	8th Jud. PLOG_1450								Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00367851	8th Jud. PLOG_1451								Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00367852	8th Jud. PLOG_1452								Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00367853	8th Jud. PLOG_1453								Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00367856	8th Jud. PLOG_1454		6/29/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certifinaball.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00367858	8th Jud. PLOG_1455		6/29/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certifinaball.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00367860	8th Jud. PLOG_1456		7/15/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kflaw.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00367861	8th Jud. PLOG_1457							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00368066	8th Jud. PLOG_1458		7/27/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kflaw.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00368067	8th Jud. PLOG_1459							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00368068	8th Jud. PLOG_1460							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00368069	8th Jud. PLOG_1461		7/21/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kflaw.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00368070	8th Jud. PLOG_1462							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00368124	8th Jud. PLOG_1463		8/4/2016	Craig Green <craiggreen@gmail.com>	STEVEN SLUSKY <sslusk@certifinaball.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00368326	8th Jud. PLOG_1464		8/24/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certifinaball.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00368492	8th Jud. PLOG_1465		12/16/2016	Craig Green <craiggreen@gmail.com>	Steven B. Chalken <schalken@ag-td.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00369497	8th Jud. PLOG_1466							Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00369498	8th Jud. PLOG_1467							Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00369499	8th Jud. PLOG_1468							Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00369500	8th Jud. PLOG_1469							Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00369501	8th Jud. PLOG_1470							Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00369502	8th Jud. PLOG_1471							Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00382672	8th Jud. PLOG_1472		6/15/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kflaw.com>	Rowen S <rowens900@gmail.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00382674	8th Jud. PLOG_1473							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00382675	8th Jud. PLOG_1474							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00382744	8th Jud. PLOG_1475		7/5/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kflaw.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00382745	8th Jud. PLOG_1476							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00382754	8th Jud. PLOG_1477		7/11/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kflaw.com>			Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00382755	8th Jud. PLOG_1478							Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00382756	8th Jud. PLOG_1479		7/11/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kflaw.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00382760	8th Jud. PLOG_1480		7/14/2016	Craig Green <craiggreen@gmail.com>	Michael Sarder <msarder@kflaw.com>	Randi Lee Owen <Randi.Owen@nybw.com> Joshua Berg <joshua.berg@nybw.com> Berg <barry.berg@nybw.com>		Attorney Client Accountant Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter and accounting advice	ekattach
CTRL00382895	8th Jud. PLOG_1481		8/25/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certifinaball.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00383446	8th Jud. PLOG_1482		12/8/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certifinaball.com>	Steven B. Chalken <sbch@ag-td.com> Nathan Q. Rugg <nugg@ag-td.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00383447	8th Jud. PLOG_1483							Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00383448	8th Jud. PLOG_1484		12/8/2016	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certifinaball.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00383449	8th Jud. PLOG_1485							Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00383450	8th Jud. PLOG_1486							Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00383763	8th Jud. PLOG_1487		11/19/2012	Gavin Guad <gguad@certifinaball.com>	rowen900@gmail.com <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certifinaball.com>		Attorney Client Work Product	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00415433	8th Jud. PLOG_1488		2/9/2013	BRIAN ZIEGLER <BZIEGLER@certifinaball.com>	rowen900@gmail.com <rowen900@gmail.com>	Craig Green <craiggreen@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach
CTRL00415508	8th Jud. PLOG_1489		2/10/2013	Craig Green <craiggreen@gmail.com>	rowen900@gmail.com <rowen900@gmail.com>	Brian Ziegler <BZIEGLER@certifinaball.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Sibel criminal matter	ekattach

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CTRL00045711	8th Jud. PLOG_1490		2/12/2013	BARBARA HAGAN <BGHAGAN@certlmanballn.com>	Craig Green <craigneerg@gmail.com>	rowen900@gmail.com; <rowen900@gmail.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: Confidential communication involving	eMail
CTRL00045712	8th Jud. PLOG_1491						Attorney Client		Information needed to render legal advice re: Information of Future Star	eMail
CTRL00045713	8th Jud. PLOG_1492		2/12/2013	Craig Green <craigneerg@gmail.com>	BARBARA HAGAN <BGHAGAN@certlmanballn.com>	<rowen900@gmail.com> <rowen900@gmail.com>	Attorney Client		Confidential communication involving information of Future Star	eMail
CTRL00045716	8th Jud. PLOG_1493		2/12/2013	Craig Green <craigneerg@gmail.com>	rowen900@gmail.com; <rowen900@gmail.com>		Attorney Client		Confidential communication involving email forwarding information needed to render legal advice re: formation of Future Star	eMail
CTRL00045719	8th Jud. PLOG_1494		2/12/2013	Craig Green <craigneerg@gmail.com>	rowen900@gmail.com; <rowen900@gmail.com>		Attorney Client		Confidential communication involving email forwarding information needed to render legal advice re: formation of Future Star	eMail
CTRL00049830	8th Jud. PLOG_1495		3/28/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>	Rowen <rowen900@gmail.com>	Craig Green <craigneerg@gmail.com>	Attorney Client		Information needed to render legal advice re: trademark application and BurSR deal	eMail
CTRL00049830	8th Jud. PLOG_1496		4/1/2013	Chris Barish <chris@brandinggroup.com>	Rowen Sebel <rowen900@gmail.com>	Ronald A. Fishman <rfishman@dfdlawfirm.com>	Attorney Client; Work Product		Information needed to render legal advice and work product re: GR Pub/Stak Operating Agreement	eMail
CTRL00049831	8th Jud. PLOG_1497		4/1/2013	Chris Barish <chris@brandinggroup.com>	Rowen Sebel <rowen900@gmail.com>		Attorney Client; Work Product		Confidential communication involving information needed to render legal advice and work product re: GR Pub/Stak Operating Agreement	eMail
CTRL00049851	8th Jud. PLOG_1500		4/5/2013	Chris Barish <chris@brandinggroup.com>	Rowen Sebel <rowen900@gmail.com>	Ronald A. Fishman <rfishman@dfdlawfirm.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stak Operating Agreement	eMail
CTRL00049892	8th Jud. PLOG_1501		4/6/2013	Chris Barish <chris@brandinggroup.com>	Rowen Sebel <rowen900@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stak Operating Agreement	eMail
CTRL00050018	8th Jud. PLOG_1503		4/17/2013	Ron Fishman <rfishman@dfdlawfirm.com>	Rowen <rowen900@gmail.com>	chris@CHRISBARISHVENTURES.COM <chris@CHRISBARISHVENTURES.COM>	Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stak Operating Agreement	eMail
CTRL00050977	8th Jud. PLOG_1506		4/18/2013	Chris Barish <chris@brandinggroup.com>	Rowen Sebel <rowen900@gmail.com>		Attorney Client; Work Product		Confidential communication involving information needed to render legal advice re: GR Pub/Stak Operating Agreement	eMail
CTRL00051813	8th Jud. PLOG_1509		4/30/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>	Craig Green <craigneerg@gmail.com>	rowen900@gmail.com; <rowen900@gmail.com>	Attorney Client		Confidential communication involving BurGR trademark	eMail
CTRL00056428	8th Jud. PLOG_1510		12/10/2013	Ron Fishman <rfishman@dfdatorneys.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>	Rowen Sebel <rowen900@gmail.com>	Attorney Client		Information needed to render legal advice re: Confidential communication involving information needed to render legal advice re: GR Pub/Stak Operating Agreement	eMail
CTRL00056428	8th Jud. PLOG_1511		12/10/2013	Chris Barish <chris@brandinggroup.com>	Ron Fishman <rfishman@dfdatorneys.com>	Rowen Sebel <rowen900@gmail.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stak Operating Agreement	eMail
CTRL00056454	8th Jud. PLOG_1512		12/10/2013	Chris Barish <chris@brandinggroup.com>	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stak Operating Agreement	eMail
CTRL00056481	8th Jud. PLOG_1513		12/11/2013	Chris Barish <chris@brandinggroup.com>	Rowen <rowen900@gmail.com>		Attorney Client; Work Product		Confidential communication involving information needed to render legal advice re: GR Pub/Stak Operating Agreement	eMail
CTRL00056590	8th Jud. PLOG_1514		12/12/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>	Chris Barish <chris@brandinggroup.com>	Rowen <rowen900@gmail.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stak Operating Agreement	eMail
CTRL00056574	8th Jud. PLOG_1515		12/13/2013	Ron Fishman <rfishman@dfdatorneys.com>	Rowen <rowen900@gmail.com>		Attorney Client; Work Product		Information needed to render legal advice and work product re: GR Pub/Stak Operating Agreement	eMail
CTRL00056575	8th Jud. PLOG_1516						Attorney Client		Confidential communication involving information needed to render legal advice and work product re: GR Pub/Stak Operating Agreement and ownership	eMail
CTRL00056576	8th Jud. PLOG_1517						Attorney Client		Confidential communication involving information needed to render legal advice and work product re: GR Pub/Stak Operating Agreement and ownership	eMail
CTRL00056577	8th Jud. PLOG_1518		12/13/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballn.com>	Rowen <rowen900@gmail.com>	Chris Barish <chris@brandinggroup.com>	Attorney Client		Confidential communication involving information needed to render legal advice and work product re: GR Pub/Stak Operating Agreement and ownership	eMail
CTRL00056578	8th Jud. PLOG_1519						Attorney Client		Confidential communication involving information needed to render legal advice and work product re: GR Pub/Stak Operating Agreement and ownership	eMail
CTRL00056579	8th Jud. PLOG_1520						Attorney Client		Confidential communication involving information needed to render legal advice and work product re: GR Pub/Stak Operating Agreement and ownership	eMail

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CTRL00066300	8th Jud. PLOG_1521		12/26/2013	Craig Green <craiggreen@gmail.com>	PAUL B. SWENEY <psweeney@certlmanball.com>	rowen s <rowen900@gmail.com>		Attorney Client	Confidential communication involving BURGR LLC Agreement	eMail
CTRL00066301	8th Jud. PLOG_1522							Attorney Client	BURGR LLC Agreement	eMail
CTRL00066413	8th Jud. PLOG_1523		2/4/2014	Ron Fishman <rfishman@dfdatomeys.com>	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>	rowen s <rowen900@gmail.com>; Chris Barish <chris@brandinggroup.com>		Attorney Client	Confidential communication involving Information needed to render legal advice re: GR Pub/Seak Operating Agreement	eMail
CTRL00066789	8th Jud. PLOG_1524		2/10/2014	Chris Barish <chris@brandinggroup.com>	Ron Fishman <rfishman@dfdatomeys.com>	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>; rowen s <rowen900@gmail.com>		Attorney Client	Confidential communication involving Information needed to render legal advice re: GR Pub/Seak Operating Agreement	eMail
CTRL00071320	8th Jud. PLOG_1525		4/2/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving Information needed to render legal advice re: GR Pub/Seak Operating Agreement	eMail
CTRL00073336	8th Jud. PLOG_1526		9/9/2014	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>	Rowen S <rowen900@gmail.com>	Rowen S <rowen900@gmail.com>		Attorney Client	Confidential communication involving Information needed to render legal advice re: GR Pub/Seak Operating Agreement	eMail
CTRL00073529	8th Jud. PLOG_1527		9/10/2014	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>	Craig Green <craiggreen@gmail.com>	PAUL B. SWENEY <psweeney@certlmanball.com>; PAUL B. SWENEY <psweeney@certlmanball.com>		Attorney Client	Confidential communication involving Information needed to render legal advice re: BURGR trademark	eMail
CTRL00073642	8th Jud. PLOG_1528		9/12/2014	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>	Rowen S <rowen900@gmail.com>	PAUL B. SWENEY <psweeney@certlmanball.com>; 'Craig Green' <craiggreen@gmail.com>		Attorney Client	Confidential communication involving Information needed to render legal advice re: BURGR trademark	eMail
CTRL00080696	8th Jud. PLOG_1529		10/6/2014	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>	'Rowen' <rowen900@gmail.com>; 'Rowen' <rowen900@gmail.com>; Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: BURGR trademark and LLC agreement	eMail
CTRL00080697	8th Jud. PLOG_1530							Attorney Client	BURGR trademark and LLC agreement	eMail
CTRL00080698	8th Jud. PLOG_1531							Attorney Client	BURGR trademark	eMail
CTRL00080721	8th Jud. PLOG_1532							Attorney Client	Confidential communication involving Information needed to render legal advice and work product re: BURGR trademark	eMail
CTRL00080722	8th Jud. PLOG_1533		10/6/2014	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>	PAUL B. SWENEY <psweeney@certlmanball.com>; 'Rowen' <rowen900@gmail.com>; Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: BURGR trademark	eMail
CTRL00080723	8th Jud. PLOG_1534							Attorney Client	BURGR trademark	eMail
CTRL00086112	8th Jud. PLOG_1535		1/7/2015	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>	PAUL B. SWENEY <psweeney@certlmanball.com>; 'Rowen' <rowen900@gmail.com>; 'Craig Green' <craiggreen@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: BURGR trademark	eMail
CTRL00095243	8th Jud. PLOG_1537		6/10/2015	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>	Rowen <rowen900@gmail.com>; Craig Green <craiggreen@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: GR Pub	eMail
CTRL00095244	8th Jud. PLOG_1538							Attorney Client	GR Pub	eMail
CTRL00095245	8th Jud. PLOG_1539							Attorney Client	Confidential communication involving Information needed to render legal advice re: preup	eMail
CTRL00111318	8th Jud. PLOG_1540		2/24/2016	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>	'Craig Green' <craiggreen@gmail.com>; 'rowen s' <rowen900@gmail.com>	Michael Angelo <mangel@reismanperez.com>		Attorney Client	Confidential communication involving Information needed to render legal advice re: preup	eMail
CTRL00111319	8th Jud. PLOG_1541							Attorney Client	preup	eMail
CTRL00111325	8th Jud. PLOG_1542		2/25/2016	Michael Angelo <mangel@reismanperez.com>	Rowen <rowen900@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanball.com>; Craig Green <craiggreen@gmail.com>		Attorney Client	Confidential communication involving Information needed to render legal advice re: preup	eMail
CTRL00113723	8th Jud. PLOG_1543		3/23/2016	USA HUNTER <hunter@certlmanball.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: Seibel Family Trust	eMail
CTRL00113754	8th Jud. PLOG_1544		3/23/2016	USA HUNTER <hunter@certlmanball.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: Seibel Family Trust	eMail
CTRL00113762	8th Jud. PLOG_1545		3/23/2016	USA HUNTER <hunter@certlmanball.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: Seibel Family Trust	eMail
CTRL00113768	8th Jud. PLOG_1546		3/23/2016	USA HUNTER <hunter@certlmanball.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: Seibel Family Trust	eMail
CTRL00114114	8th Jud. PLOG_1547		3/28/2016	Michael Angelo <mangel@reismanperez.com>	'Rowen' <rowen900@gmail.com>; Brian Ziegler <BZIEGLER@certlmanball.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: preup	eMail
CTRL00114321	8th Jud. PLOG_1548		3/29/2016	Maris Succone <marsuccone@certlmanball.com>	'rowen900@gmail.com'	USA HUNTER <hunter@certlmanball.com>		Attorney Client	Confidential communication involving Information needed to render legal advice re: preup	eMail
CTRL00114322	8th Jud. PLOG_1549							Attorney Client	preup	eMail
CTRL00114410	8th Jud. PLOG_1550		3/30/2016	Michael Angelo <mangel@reismanperez.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: preup	eMail
CTRL00114429	8th Jud. PLOG_1551		3/30/2016	Michael Angelo <mangel@reismanperez.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: preup	eMail
CTRL00114432	8th Jud. PLOG_1552		3/30/2016	Michael Angelo <mangel@reismanperez.com>	Rowen <rowen900@gmail.com>			Attorney Client	Confidential communication involving Information needed to render legal advice re: preup	eMail

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CTRL00114445	8th Jud. PLOG_1553		3/30/2016 <MAngelo@reismanperez.com>	Michael Angelo	rowen1 <rowen900@gmail.com>			Attorney Client	Confidential communication involving pre-nuptial agreement.	eMail
CTRL00114604	8th Jud. PLOG_1554		4/1/2016 <SHAGAN@certlmanballin.com>	BARBARA HAGAN	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	rowen1 <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00114844	8th Jud. PLOG_1555		4/4/2016 <MAngelo@reismanperez.com>	Michael Angelo	rowen1 <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00114870	8th Jud. PLOG_1556		4/4/2016 <MAngelo@reismanperez.com>	Michael Angelo	rowen1 <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00114983	8th Jud. PLOG_1557		4/5/2016 <MAngelo@reismanperez.com>	Michael Angelo	rowen1 <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00114979	8th Jud. PLOG_1558		4/5/2016 <MAngelo@reismanperez.com>	Michael Angelo	rowen1 <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00114747	8th Jud. PLOG_1559		5/13/2016 <BZIEGLER@certlmanballin.com>	BRIAN ZIEGLER	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client; Work Product	Confidential communication involving work product re: payments to GRUS	eMail
CTRL00112070	8th Jud. PLOG_1560		6/22/2016 <SHAGAN@reismanperez.com>	Michael Angelo	rowen1 <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	attach
CTRL00120721	8th Jud. PLOG_1561		6/22/2016 <CathySchmidt@reismanperez.com>	Cathy Schmidt	rowen1 <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00120729	8th Jud. PLOG_1562		6/22/2016 <CathySchmidt@reismanperez.com>	Cathy Schmidt	rowen1 <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00120724	8th Jud. PLOG_1563		6/22/2016 <CathySchmidt@reismanperez.com>	Cathy Schmidt	rowen1 <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00120726	8th Jud. PLOG_1564		6/22/2016 <CathySchmidt@reismanperez.com>	Cathy Schmidt	rowen1 <rowen900@gmail.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00122545	8th Jud. PLOG_1565		7/13/2016 <SHAGAN@certlmanballin.com>	BARBARA HAGAN	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00122540	8th Jud. PLOG_1566		7/13/2016 <SHAGAN@certlmanballin.com>	BARBARA HAGAN	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client; Work Product	Confidential communication involving work product re: BURG trademark	eMail
CTRL00122587	8th Jud. PLOG_1569		7/28/2016 <BZIEGLER@certlmanballin.com>	BRIAN ZIEGLER	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: prenup	attach
CTRL00122589	8th Jud. PLOG_1571		7/28/2016 <BZIEGLER@certlmanballin.com>	BRIAN ZIEGLER	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: prenup	attach
CTRL00131986	8th Jud. PLOG_1572		11/18/2012 <rowen900@gmail.com>	rowen900@gmail.com	rowen900@gmail.com	rowen900@gmail.com		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: prenup	attach
CTRL00132213	8th Jud. PLOG_1573		11/20/2012 <rowen900@gmail.com>	rowen900@gmail.com	rowen900@gmail.com	rowen900@gmail.com		Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00133551	8th Jud. PLOG_1574		2/12/2013 <rowen900@gmail.com>	rowen900@gmail.com	rowen900@gmail.com	rowen900@gmail.com		Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00137497	8th Jud. PLOG_1575		4/15/2014 <rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client; Work Product	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00138772	8th Jud. PLOG_1576		9/10/2014 <rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00140026	8th Jud. PLOG_1577		1/8/2015 <rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00145197	8th Jud. PLOG_1578		2/24/2016 <rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00145198	8th Jud. PLOG_1579		2/24/2016 <rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail
CTRL00145645	8th Jud. PLOG_1580		3/23/2016 <rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>	rowen1 <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: prenup	eMail

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CTRL00145661	8th Jud. PLOG_1581		3/23/2016	rowen <rowen900@gmail.com>	USA HUNTER <hunter@certlmanballn.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00145662	8th Jud. PLOG_1582		3/23/2016	rowen <rowen900@gmail.com>	USA HUNTER <hunter@certlmanballn.com>			Attorney Client	Information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00145663	8th Jud. PLOG_1583		3/23/2016	rowen <rowen900@gmail.com>	USA HUNTER <hunter@certlmanballn.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00145784	8th Jud. PLOG_1584		3/30/2016	rowen <rowen900@gmail.com>	Michael Angelo <mangel@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00145872	8th Jud. PLOG_1585		4/4/2016	rowen s <rowen900@gmail.com>	Michael Angelo <mangel@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00148520	8th Jud. PLOG_1586		10/21/2016	PAUL B. SWENEY <psweeney@certlmanballn.com>	Barbara Hagan <bhagan@certlmanballn.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00165683	8th Jud. PLOG_1587		7/12/2013	rowen900@gmail.com <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>	Craig Green <craigneerg@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00166103	8th Jud. PLOG_1588		3/22/2013	rowen s <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>	Craig Green <craigneerg@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00171102	8th Jud. PLOG_1589		9/12/2014	rowen <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>	Craig Green <craigneerg@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00173347	8th Jud. PLOG_1590		6/22/2016	rowen s <rowen900@gmail.com>	Michael Angelo <mangel@reismanperez.com>	Cathy Schmidt <cschmidt@reismanperez.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00173350	8th Jud. PLOG_1591		6/22/2016	rowen s <rowen900@gmail.com>	Cathy Schmidt <cschmidt@reismanperez.com>	Michael Angelo <mangel@reismanperez.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00173352	8th Jud. PLOG_1592		6/22/2016	rowen s <rowen900@gmail.com>	Cathy Schmidt <cschmidt@reismanperez.com>	Michael Angelo <mangel@reismanperez.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00174826	8th Jud. PLOG_1593		3/19/2017	rowen s <rowen900@gmail.com>	Robert Garson <rg@2law.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00174827	8th Jud. PLOG_1594		3/19/2017	rowen s <rowen900@gmail.com>	Brian Ziegler <bziegler@certlmanballn.com>	Craig Benjamin Green <craigsgreen@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00177904	8th Jud. PLOG_1595		3/2/2016	rowen <rowen900@gmail.com>	Brian Ziegler <bziegler@certlmanballn.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178020	8th Jud. PLOG_1596		3/18/2016	rowen <rowen900@gmail.com>	Brian Ziegler <bziegler@certlmanballn.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178080	8th Jud. PLOG_1597		3/23/2016	rowen <rowen900@gmail.com>	Brian Ziegler <bziegler@certlmanballn.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178086	8th Jud. PLOG_1598		3/23/2016	rowen <rowen900@gmail.com>	USA HUNTER <hunter@certlmanballn.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178090	8th Jud. PLOG_1599		3/23/2016	rowen <rowen900@gmail.com>	USA HUNTER <hunter@certlmanballn.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178092	8th Jud. PLOG_1600		3/24/2016	rowen <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178094	8th Jud. PLOG_1601		3/24/2016	rowen <rowen900@gmail.com>	BRIAN ZIEGLER <bziegler@certlmanballn.com>	Michael Angelo <mangel@reismanperez.com>		Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178115	8th Jud. PLOG_1602		3/28/2016	rowen s <rowen900@gmail.com>	Michael Angelo <mangel@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178120	8th Jud. PLOG_1603		3/28/2016	rowen s <rowen900@gmail.com>	Michael Angelo <mangel@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178137	8th Jud. PLOG_1604		3/29/2016	rowen s <rowen900@gmail.com>	Michael Angelo <mangel@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178140	8th Jud. PLOG_1605		3/29/2016	rowen s <rowen900@gmail.com>	Michael Angelo <mangel@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178155	8th Jud. PLOG_1606		3/30/2016	rowen s <rowen900@gmail.com>	Michael Angelo <mangel@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail
CTRL00178167	8th Jud. PLOG_1607		3/30/2016	rowen <rowen900@gmail.com>	Michael Angelo <mangel@reismanperez.com>			Attorney Client	Confidential communication involving information needed to render legal advice re: Selbel Family Trust	eMail

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CTRL00178391	8th Jud. PLOG_1608		4/1/2016	BARBARA HAGAN <BHAGAN@certlmanballin.com>	BARBARA HAGAN <BHAGAN@certlmanballin.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: BurGR LLC Agreement	eMail
CTRL00178227	8th Jud. PLOG_1609		4/4/2016	rowen s <rowen900@gmail.com>	Michael Angelo <MAngelo@reismanpeirez.com>		Attorney Client		Confidential communication involving pre-nup	eMail
CTRL00180365	8th Jud. PLOG_1610		3/19/2017	rowen s <rowen900@gmail.com>	Robert Ganson <rg@r2law.com>		Attorney Client		Confidential communication involving BurGR trademark	eMail
CTRL00180366	8th Jud. PLOG_1611						Attorney Client		Confidential communication involving BurGR trademark	eMail
CTRL00180367	8th Jud. PLOG_1612						Attorney Client		Confidential communication involving BurGR trademark	eMail
CTRL00180368	8th Jud. PLOG_1613						Attorney Client		Confidential communication involving BurGR trademark	eMail
CTRL00180369	8th Jud. PLOG_1614						Attorney Client		Confidential communication involving BurGR trademark	eMail
CTRL00296709	8th Jud. PLOG_1615		1/16/2013	BARBARA HAGAN <BHAGAN@certlmanballin.com>	Craig Green <craiggreen@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: BurGR	eMail
CTRL00296710	8th Jud. PLOG_1616						Attorney Client		Confidential communication involving information needed to render legal advice re: BurGR	eMail
CTRL00296711	8th Jud. PLOG_1617						Attorney Client		Confidential communication involving information needed to render legal advice re: BurGR	eMail
CTRL00296724	8th Jud. PLOG_1618		1/16/2013	BARBARA HAGAN <BHAGAN@certlmanballin.com>	Craig Green <craiggreen@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: BurGR operating agreement	eMail
CTRL00296725	8th Jud. PLOG_1619						Attorney Client		Confidential communication involving information needed to render legal advice re: BurGR operating agreement	eMail
CTRL00296726	8th Jud. PLOG_1620						Attorney Client		Confidential communication involving information needed to render legal advice re: BurGR operating agreement	eMail
CTRL00297703	8th Jud. PLOG_1621		2/11/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craiggreen@gmail.com>	Gavin Grud <ggrud@certlmanballin.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: BurGR LLC Agreement	eMail
CTRL00298005	8th Jud. PLOG_1622		3/22/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craiggreen@gmail.com>	<BHAGAN@certlmanballin.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: BurGR LLC Agreement	eMail
CTRL00298007	8th Jud. PLOG_1623						Attorney Client		Confidential communication involving information needed to render legal advice re: BurGR LLC Agreement	eMail
CTRL00306404	8th Jud. PLOG_1624		9/24/2013	Chris Barish <chris@brandinggroup.com>	craiggreen@gmail.com <craiggreen@gmail.com>	rishman@dfawfirm.com <rishman@dfawfirm.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00306501	8th Jud. PLOG_1625		9/25/2013	Chris Barish <chris@brandinggroup.com>	craiggreen@gmail.com <craiggreen@gmail.com>	rishman@dfawfirm.com <rishman@dfawfirm.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00308473	8th Jud. PLOG_1626		12/13/2013	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craiggreen@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00309788	8th Jud. PLOG_1627		2/6/2014	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craiggreen@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00309799	8th Jud. PLOG_1628						Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00310294	8th Jud. PLOG_1629		3/27/2014	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craiggreen@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00310943	8th Jud. PLOG_1630		3/27/2014	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	Craig Green <craiggreen@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00333242	8th Jud. PLOG_1631		3/1/2016	Michael Angelo <MAngelo@reismanpeirez.com>	Craig Green <craiggreen@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00333310	8th Jud. PLOG_1632		3/3/2016	Michael Angelo <MAngelo@reismanpeirez.com>	Craig Green <craiggreen@gmail.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL003356046	8th Jud. PLOG_1633		2/11/2013	Craig Green <craiggreen@gmail.com>	Brian Ziegler <BZIEGLER@certlmanballin.com>	Gavin Grud <ggrud@certlmanballin.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00356050	8th Jud. PLOG_1634		2/11/2013	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>	BARBARA HAGAN <BHAGAN@certlmanballin.com>	Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00386304	8th Jud. PLOG_1635		3/3/2016	Craig Green <craiggreen@gmail.com>	Michael Angelo <MAngelo@reismanpeirez.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00386305	8th Jud. PLOG_1636		3/2/2016	Craig Green <craiggreen@gmail.com>	Michael Angelo <MAngelo@reismanpeirez.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00386306	8th Jud. PLOG_1637						Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00377503	8th Jud. PLOG_1638		3/11/2013	Craig Green <craiggreen@gmail.com>	Chris Barish <chris@brandinggroup.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL00377825	8th Jud. PLOG_1639		1/13/2014	Craig Green <craiggreen@gmail.com>	BRIAN ZIEGLER <BZIEGLER@certlmanballin.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail
CTRL003827931	8th Jud. PLOG_1640		7/18/2016	Craig Green <craiggreen@gmail.com>	Nicholas Venditto <NVENDITTO@certlmanballin.com>		Attorney Client		Confidential communication involving information needed to render legal advice re: GR Pub/Stark Operating Agreement	eMail

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CTRL00382793	Rth Jud PLOG_1642									
CTRL0037778	Rth Jud PLOG_1643		11/14/2012	Ron Fikman <rfikman@dfwfirm.com>	rumpowsky@popkin.com <rumpowsky@popkin.com>	Chris Barish <chris@brandinggroup.com> rowen900@gmail.com <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and work product re: ON-Pull/Share Operating Agreement	email
CTRL00110235	Rth Jud PLOG_1644		2/11/2016	BARBARA MAGAN <BMAGAN@cardmanbalin.com>	'mcarda@ktaw.com' <mcarda@ktaw.com>	BRIAN ZIEGLER <BZIEGLER@cardmanbalin.com> 'Rowan' <rowen900@gmail.com>		Attorney Client	Confidential communication involving information needed to render legal advice and analysis and work product re: tax matter	email
CTRL00110236	Rth Jud PLOG_1645							Attorney Client		attach
CTRL00110237	Rth Jud PLOG_1646							Attorney Client		attach
CTRL00110238	Rth Jud PLOG_1647							Attorney Client		attach
CTRL00110239	Rth Jud PLOG_1648							Attorney Client		attach
CTRL00110240	Rth Jud PLOG_1649							Attorney Client		attach
CTRL00110241	Rth Jud PLOG_1650							Attorney Client; Work Product		attach
CTRL00110242	Rth Jud PLOG_1651							Attorney Client		attach

EXHIBIT 11

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual)
and citizen of New York,)
derivatively on behalf of)
Real Party in Interest GR)
BURGR LLC, a Delaware)
limited liability company,)

Plaintiffs,)

vs.)

PHWLIV, LLC, a Nevada)
limited liability company;)
GORDON RAMSAY, an)
individual; DOES I through)
X; ROE CORPORATIONS I)
through X,)

Defendants.)

and)

GR BURGER LLC, a Delaware)
limited liability company,)

Nominal Plaintiff.)

AND ALL RELATED MATTERS)

Case No.: A-17-751759-B
Dept. No.: XVI

Consolidated with

A-17-760537-B

VOLUME II

VIDEOTAPED DEPOSITION OF ROWEN SEIBEL

LAS VEGAS, NEVADA

WEDNESDAY, SEPTEMBER 25, 2019

Reported by: Monice K. Campbell, NV CCR No. 312

Job No.: 3460

1 VIDEOTAPED DEPOSITION OF ROWEN SEIBEL, held at
2 Pisanelli Bice, located at 400 South 7th Street,
3 Suite 300, Las Vegas, Nevada, on Wednesday, September
4 25, 2019, at 9:06 a.m., before Monice K. Campbell,
5 Certified Court Reporter, in and for the State of
6 Nevada.

7
8 APPEARANCES:

9 For Rowen Seibel; DNT Acquisition LLC; Moti Partners,
10 LLC, Moti Partners 16, LLC; LLTQ Enterprises, LLC;
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17 Company, LLC; PHWLTV, LLC; and Boardwalk Regency
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3 BY: ALLEN J. WILT, ESQ.
4 300 East Second Street, Suite 1510
5 Reno, Nevada 89501
6 775.788.2212
7 awilt@fclaw.com

8 The Videographer:

9 JARED MAREZ, ENVISION LEGAL SOLUTIONS

10 Also Present:

11 MARC SHERRY (Telephonically)

12 MICHAEL THOMAS

13 CHRISTINE CHANG

14

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16

17

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* * * * *

LAS VEGAS, NEVADA; WEDNESDAY, SEPTEMBER 25, 2019

9:06 A.M.

* * * * *

THE VIDEOGRAPHER: Today's date is
September 25th, 2019, and the time is
approximately 9:06 a.m.

The deponent is Rowen Seibel, Volume II.

This is Case Number A-17-751759-B, filed
in District Court, Clark County, Nevada, entitled
Seibel versus PHWLIV, LLC, et al.

Name is Jared Marez of Envision Legal
Solutions. I am the videographer. The court
reporter is Monice Campbell.

The location of this deposition is the
offices of Pisanelli Bice, PLLC, located at
400 South 7th Street, Suite 300, Las Vegas, Nevada
89101.

Will all counsel present please identify
themselves and the court reporter will administer
the oath.

MS. MERCERA: Magali Mercera on behalf
the Caesars entities.

MS. SPINELLI: Debra Spinelli on behalf
of the Caesars entities.

1 MS. CHANG: Christine Chang on behalf the
2 Caesars entities.

3 MR. WILT: Allen Wilt and Michael Thomas
4 for Gordon Ramsay.

5 MR. BROOKS: Daniel Brooks for the
6 witness.

7 Whereupon,

8 ROWEN SEIBEL,
9 having been sworn to testify to the truth, the whole
10 truth, and nothing but the truth, was examined and
11 testified further oath as follows:
12

13 EXAMINATION (Continued)

14 BY MS. MERCERA:

15 Q. Mr. Seibel, good morning.

16 As I just stated, my name is Magali
17 Mercera. We met yesterday. I'm going to conduct
18 your examination for the morning.

19 I just want to enter a couple of
20 agreements with you similar to the ones my
21 colleague, Mr. Pisanelli, entered with you
22 yesterday. The main one being that I think we all
23 did a pretty good job of yesterday, but just let me
24 finish my questions before you pop in with your
25 answers and I will extend you the same courtesy.

1 question was. You said "to protect" --

2 A. What my question was?

3 Q. Your answer. I'm sorry.

4 You said "to protect the businesses in
5 case something happens to you."

6 Is that what you said?

7 A. Mm-hmm.

8 Q. What do you mean, in case something
9 happens to you? In case you die?

10 A. Yes.

11 Q. All right. And to protect the assets in
12 case there's a judgment creditor or somebody trying
13 to get at your assets? Was that part of the
14 purpose of it?

15 A. Possibly.

16 Q. All right. Any other reasons?

17 A. Yeah. We thought that it would be a good
18 idea to do that because we also knew that although
19 I didn't -- with doing that, and still I didn't
20 think that I was unsuitable in any way, as you
21 characterized it -- we anticipated because over the
22 years Caesars has been incredibly dishonest in many
23 ways, to steal my money directly, and then entity
24 money, and look for ways out of our contracts.

25 And, in fact, that was a very logical

1 decision considering your executives confirmed that
2 that was their intent.

3 Q. So -- are you finished?

4 A. Yes.

5 Q. All right. So what effect did your
6 anticipated indictment and conviction have on your
7 decision to transfer these interests into a family
8 trust?

9 A. I'm sorry. What do you mean by "effect"?

10 Q. Was it a factor of why you did it?

11 A. Well, no. Because I transferred those
12 assets a couple weeks before I pled guilty. And up
13 until I would say the minute in the courtroom, I
14 wasn't sure if I was going to.

15 Q. But how long prior to creation of that
16 trust had you known that you were going to be
17 indicted?

18 A. I was not indicted.

19 Q. All right. Let's not mince words here.

20 How long before you created the trust did
21 you know that you were going to be charged in some
22 form with a felony?

23 A. I did not. I did not know.

24 Q. All right. So --

25 A. There's --

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)

3) SS:

4 COUNTY OF CLARK)

5
6 I, Monice K. Campbell, a duly
7 commissioned and licensed court reporter, Clark
8 County, State of Nevada, do hereby certify: That I
9 reported the taking of the deposition of the
10 witness, Rowen Seibel, commencing on Wednesday,
11 September 25, 2019, at 9:06 a.m.;

12
13 That prior to being examined, the witness
14 was, by me, duly sworn to testify to the truth.
15 That I thereafter transcribed my said shorthand
16 notes into typewriting and that the typewritten
17 transcript of said deposition is a complete, true,
18 and accurate transcription of said shorthand notes.

19
20 I further certify that I am not a relative or
21 employee of an attorney or counsel or any of the
22 parties, nor a relative or employee of an attorney or
23 counsel involved in said action, nor a person
24 financially interested in the action; that a request
25 has been made to review the transcript.

IN WITNESS THEREOF, I have hereunto set my hand
in my office in the County of Clark, State of Nevada,
this 30th day of September, 2019.

On

Monice K. Campbell, CCR No. 312

EXHIBIT 12

**Filed
Under
Seal
Pursuant to
Motion to Seal or
Redact Filed
Concurrently
Herewith**

EXHIBIT 13

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*Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED MATTERS

Case No.: A-17-751759

Dept. No.: XVI

Consolidated with A-17-760537-B

**CAESARS' SECOND SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO ROWEN SEIBEL**

1 TO: ROWEN SEIBEL; and

2 TO: STEVEN C. BENNETT, ESQ. AND DANIEL BROOKS, ESQ., of the law firm SCAROLA
3 ZUBATOV SCHAFFZIN PLLS and DAVID A. CARROLL, ESQ., of the law firm RICE REUTHER
SULLIVAN & CARROLL, LLP, his attorneys of record.

4 Pursuant to Rule 34 of the Nevada Rules of Civil Procedure, PHWLTV, LLC ("Planet
5 Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC
6 ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC" and
7 collectively with Caesars Palace, Paris, and Planet Hollywood, "Caesars" or "Plaintiffs"), by and
8 through their undersigned counsel of record, the law firm of PISANELLI BICE PLLC, propound
9 the following Second Set of Requests for Production of Documents to Rowan Seibel. Production
10 shall occur within (30) days of service hereof, at the offices of PISANELLI BICE PLLC, 400
11 South 7th Street, Suite 300, Las Vegas, Nevada, 89101.

12 **INSTRUCTIONS**

13 1. You shall furnish such information as is available to You. You must answer each
14 Request completely and in a straightforward manner. If You cannot answer a Request
15 completely, You must answer it to the extent possible, explain why You cannot answer
16 completely, and state the nature of the information that You are unable to furnish.

17 2. You should make a reasonable and good faith effort to obtain responsive
18 documents and/or information to these Requests by inquiring of persons (as defined herein)
19 known to You to have knowledge or information relating to this action.

20 3. If You claim any form of privilege, whether based on statute or otherwise, as a
21 ground for not answering a Request, or any portion thereof, You shall provide:

22 (a) the nature of the privilege (including work product) being claimed and, if
23 the privilege is governed by state law, indicate the state's privilege rule being invoked; and

24 (b) the following information shall be provided in the objection, unless
25 divulgence of such information would cause disclosure of the allegedly privileged information:

26 i. for documents:

27 1) the author(s);

28 2) the addressee(s) and other recipient(s);

- 1 3) where not apparent, the relationship of the author(s),
2 addressee(s), and recipient(s) to each other;
- 3 4) the type of document (e.g., letter or memorandum);
- 4 5) the general subject matter of the document;
- 5 6) the date of the document; and
- 6 7) such other information as is sufficient to identify the
7 document;
- 8 ii. for oral communications:
 - 9 1) name(s) of any person making the communication;
 - 10 2) name(s) of any person(s) present while the communication
11 was made;
 - 12 3) where not apparent, the relationship of any person present to
13 any person making the communication;
 - 14 4) the date and place of communication; and
 - 15 5) the general subject matter of the communication.
- 16 4. Whenever a Request is answered in whole or in part by referring to a previous
17 production, You should state:
 - 18 (a) the date the document was produced;
 - 19 (b) the title of the responsive pleading in which it was produced; and
 - 20 (c) the bates-stamp number(s) of each such document.

21 **DEFINITIONS**

22 For purposes of these Requests, the following definitions shall apply:

- 23 1. All/Each. The terms "all" and "each" shall be construed as all and each.
- 24 2. And/Or. The connectives "and/or" shall be construed either disjunctively or
25 conjunctively as necessary to bring within the scope of the discovery requests all responses that
26 might otherwise be construed to be outside of its scope.
- 27 3. Communication shall mean any contact, oral or written, formal or informal, at any
28 time or place, and under any circumstance whatsoever, in which information of any nature was

1 transmitted or received and includes, but is not limited to, any and all documents related thereto,
2 email, text message, instant message, faxes, letters, and notes of oral communications.

3 4. Document has a broad meaning. It shall mean and includes "duplicate" as defined
4 in Nevada Revised Statute ("NRS") 52.195; "original" as defined in NRS 52.205; "photographs"
5 as defined in NRS 52.215; "writings" and "recordings" as defined in NRS 52.225; and shall also
6 mean all written or graphic matter or any other means of preserving thought or expression of
7 every type and description, including, but not limited to, electronically stored information,
8 originals, drafts, signed or unsigned documents regardless of whether approved, sent, received,
9 redrafted, or executed, computer-sorted and computer retrieved information, copies or duplicates
10 that are marked with any notation or annotation, copies or duplicates that differ in any way from
11 the original, correspondence, emails, text messages, instant messages, audio or video records,
12 memoranda, reports, hand-written or typed notes, minutes, agendas, contracts, agreements, books,
13 analyses, records, vouchers, invoices, purchase orders, ledgers, diaries, logs, calendar notes,
14 computer printouts, computer disks and programs, records, card files, press clippings, manuals,
15 lists, audit paperwork, financial analyses, tables, advertisements or other promotional material,
16 audited or unaudited financial statements, newspapers or newsletters, diagrams, photographs,
17 telegrams, statements recorded in any way, drawings, specifications, property surveys,
18 summaries, inter-office or intra-office communications, notations of any sort of conversations,
19 and other writings or recordings. A draft or non-identical copy is a separate document within the
20 meaning of this term. "Document" also includes any removable "Post-it" notes or other
21 attachments affixed to any of the foregoing.

22 5. Green. The term "Green" refers to Craig Green or any and all persons acting for or
23 on his behalf, including attorneys, accountants, or other representatives.

24 6. Prenuptial Agreement. The term "Prenuptial Agreement" refers to a written
25 agreement entered into by and between Rowen Seibel and Bryn Dorfman, prior to their marriage,
26 concerning their respective assets and obligations in the event of a separation, divorce, and/or
27 death of a spouse.

28

1 7. Postnuptial Agreement. The term "Postnuptial Agreement" refers to a written
2 agreement entered into, by and between Rowen Seibel and Bryn Dorfman, after entering their
3 marriage, concerning their respective assets and obligations in the event of a separation, divorce,
4 and/or death of a spouse.

5 8. Seibel. The term "Seibel" refers to Rowen Seibel or any and all persons acting for
6 or on his behalf, including attorneys, accountants, or other representatives.

7 9. You or Your. The terms "You" and "Your" are synonymous and mean "Seibel", or
8 any and all persons acting for or on his behalf, including attorneys, accountants, or investigators.
9 Additionally, the terms "concerning," "related to," and "relating to" include "refer to,"
10 "summarize," "reflect," "constitute," "contain," "embody," "mention," "show," "comprise,"
11 "discuss," "describe," "pertaining to," or "comment upon" have the meanings ordinarily ascribed
12 to them.

13 10. When referring to documents, "identify" shall mean to give, to the extent known,
14 the (i) type of document; (ii) general subject matter; (iii) date of the document; (iv) author(s),
15 addressee(s) and recipient(s); (v) its current location; and (vi) identification of the current
16 custodian.

17 11. When referring to people, "identify" shall mean to give, to the extent known, the
18 person's full name, present or last known address, and when referring to a natural person,
19 additionally, the present or last known place of employment. Once a person has been identified in
20 accordance with this subparagraph, only the name of that person need be listed in response to
21 subsequent discovery requesting the identification of that person.

22 12. The use of the singular form of any word includes the plural and vice versa.

23 **REQUESTS FOR PRODUCTION**

24 **REQUEST FOR PRODUCTION NO. 128:**

25 Please identify and produce any and all Prenuptial Agreements You entered into, with
26 Bryn Dorfman, including, but not limited to, any amendments, modifications, and/or
27 nullifications thereof.
28

REQUEST FOR PRODUCTION NO. 129:

Please identify and produce any and all Postnuptial Agreements You entered into with Bryn Dorfman, including, but not limited to, any amendments, modifications, and/or nullifications thereof.

REQUEST FOR PRODUCTION NO. 130:

Please identify and produce any and all communications between You and Green relating to the creation of any Prenuptial Agreements between You and Bryn Dorfman.

REQUEST FOR PRODUCTION NO. 131:

Please identify and produce any and all communications between You and Green relating to the creation of any Postnuptial Agreements between You and Bryn Dorfman.

REQUEST FOR PRODUCTION NO. 132:

Please identify and produce any and all communications between You and Bryn Dorfman relating to the creation of any Prenuptial Agreements between You and Bryn Dorfman.

REQUEST FOR PRODUCTION NO. 133:

Please identify and produce any and all communications between You and Bryn Dorfman relating to the creation of any Postnuptial Agreements between You and Bryn Dorfman.

DATED this 3rd day of October 2019.

PISANELLI BICE PLLC

By: 

James J. Pisanelli, Esq., Bar No. 4027
Debra L. Spinelli, Esq., Bar No. 9695
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*Attorneys for Desert Palace, Inc.;
Paris Las Vegas Operating Company, LLC;
PHWLTV, LLC; and Boardwalk Regency
Corporation d/b/a Caesars Atlantic City*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 3 day of October 2019, I caused to be served via the Court's e-filing/e-service true and correct copies of the above and foregoing **CAESARS' SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO ROWEN SEIBEL** to the following:

David A. Carroll, Esq.
Anthony J. DiRaimondo, Esq.
Robert E. Opdyke, Esq.
RICE REUTHER SULLIVAN & CARROLL, LLP
3800 Howard Hughes Pkwy., Suite 1200
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LLTQ Enterprises, LLC, LLTQ Enterprises 16, LLC,
TPOV Enterprises, LLC, TPOV Enterprises 16, LLC,
FERG, LLC, and FERG 16, LLC*


*Attorneys for Plaintiff in Intervention
The Original Homestead Restaurant, Inc.*

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VIA U.S. MAIL (pleading only)
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Attorneys for Gordon Ramsay

Trustee for GR Burgr LLC



An employee of PISANELLI BICE PLLC

EXHIBIT 14

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(702) 7

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17 **SCAROLA ZUBATOV SCHAFFZIN PLLC**

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20 Tel: (212) 757-0007

21 Fax: (212) 757-0469

22 *Attorneys for Rowen Seibel; LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC;*
23 *FERG, LLC; FERG 16, LLC; MOTI Partners, LLC; MOTI Partners 16, LLC;*
24 *TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; DNT Acquisitions, LLC, appearing*
25 *derivatively by one of its two members, R Squared Global Solutions, LLC*

26 **DISTRICT COURT**

27 **CLARK COUNTY, NEVADA**

28 ROWEN SEIBEL, an individual and citizen
of New York, derivatively on behalf of Real
Party in Interest GR BURGR LLC, a
Delaware limited liability company,

Plaintiff,

v.

PHWLV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an
individual; DOES I through X; ROE
CORPORATIONS I through X,

Defendants.

AND ALL RELATED MATTERS

Case No. A-17-751759-B

Dept. No. 16

Consolidated with:

Case No.: A-17-760537-B

**RESPONSE TO CAESARS' SECOND
SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO
ROWEN SEIBEL**

///

1 Plaintiff Rowen Seibel, by and through his undersigned attorneys of record, hereby
2 responds to Caesars' Second Set of Requests for Production of Documents to Rowen Seibel, as
3 follows:

4 **Request for Production No. 128:**

5 Please identify and produce any and all Prenuptial Agreements You entered into, with
6 Bryn Dorfman, including, but not limited to, any amendments, modifications, and/or
7 nullifications thereof.

8 **Response to Request No. 128:**

9 Mr. Seibel objects to this request as being harassing, oppressive and an invasion of his
10 privacy and that of his wife, Bryn Dorfman, who is a non-party to this action. Also, under NRC
11 26(b)(1), the request does not concern a matter that is relevant to any party's claims or defenses
12 and proportional to the needs of the case, considering the importance of the issues at stake in the
13 action, the amount in controversy, the parties' relative access to relevant information, the parties'
14 resources, the importance of the discovery in resolving the issues, and whether the burden or
15 expense of the proposed discovery outweighs its likely benefits. Finally, this request (preceded
16 by 127 other requests for production in this action) seeks information or documents beyond the
17 scope of the subject matter of this litigation and, accordingly, seeks information or documents
18 which are non-discoverable and unduly burdensome. Mr. Seibel, therefore, will not produce any
19 Prenuptial Agreements, but states, without prejudice to his objections, that there is only one such
20 agreement and that no amendments, modifications, and/or nullifications of that agreement exist or
21 ever existed.

22 **Request for Production No. 129:**

23 Please identify and produce any and all Postnuptial Agreements You entered into with
24 Bryn Dorfman, including, but not limited to, any amendments, modifications, and/or
25 nullifications thereof.

26 **Response to Request No. 129:**

27 Mr. Seibel repeats and incorporates his objections to Request No. 128. In addition, a
28 Postnuptial Agreement would be privileged and confidential under New York law (NY CPLR §

1 4502(b)), the State in which Mr. Seibel and Ms. Dorfman were and remain married, because a
2 husband and wife are not required, and, without the consent of the other if living, allowed, to
3 disclose a confidential communication made by one to the other during marriage. Without
4 prejudice to these objections, Mr. Seibel states that no written Postnuptial Agreements exist or
5 ever existed.

6 **Request for Production No. 130:**

7 Please identify and produce any and all communications between You and Green relating
8 to the creation of any Prenuptial Agreements between You and Bryn Dorfman.

9 **Response to Request No. 130:**

10 Mr. Seibel repeats and incorporates his objections to Request No. 128.

11 **Request for Production No. 131:**

12 Please identify and produce any and all communications between You and Green relating
13 to the creation of any Postnuptial Agreements between You and Bryn Dorfman.

14 **Response to Request No. 131:**

15 Mr. Seibel repeats and incorporates his objections to Request No. 128. Without prejudice
16 to these objections, Mr. Seibel states that no such communications ever occurred and none exist
17 or ever existed.

18 **Request for Production No. 132:**

19 Please identify and produce any and all communications between You and Bryn Dorfman
20 relating to the creation of any Prenuptial Agreements between You and Bryn Dorfman.

21 **Response to Request No. 132:**

22 Mr. Seibel repeats and incorporates his objections to Request No. 128.

23 **Request for Production No. 133:**

24 Please identify and produce any and all communications between You and Bryn Dorfman
25 relating to the creation of any Postnuptial Agreements between You and Bryn Dorfman.

26 ///

27 ///

28 ///

RICE REUTHER SULLIVAN & CARROLL, LLP
3800 Howard Hughes Pkwy, Suite 1200
Las Vegas, Nevada 89169
(702) 7

Response to Request No. 133:

Mr. Seibel repeats and incorporates his objections to Request No. 129.

DATED this 4th day of November, 2019.

RICE REUTHER SULLIVAN & CARROLL, LLP

By: 

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Anthony J. DiRaimondo, Esq. (NSB #10875)
Robert E. Opdyke, Esq. (NSB #12841)
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Attorneys for Rowen Seibel; LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; MOTI Partners, LLC; MOTI Partners 16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; and DNT Acquisition, LLC, appearing derivatively by one of its two members, R Squared Global Solutions, LLC

RICE REUTHER SULLIVAN & CARROLL, LLP
3800 Howard Hughes Pkwy, Suite 1200
Las Vegas, Nevada 89169
(702) 7

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Rice Reuther Sullivan & Carroll, LLP, and pursuant to NRCP 5(b), EDCR 8.05, Administrative Order 14-2, and NEFCR 9, I caused a true and correct copy of the foregoing document entitled **Response to Caesars' Second Set of Requests for Production of Documents to Rowen Seibel** to be submitted via U.S. mail and/or electronically for service with the Eighth Judicial District Court via the Court's Electronic Filing System on the 4th day of November, 2019, to the following:

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DLS@pisanellibice.com

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Brittnie Watkins, Esq.

BTW@pisanellibice.com

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Attorney for Defendant J. Jeffrey Frederick

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John Tennert, Esq.

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Attorneys for Plaintiff in Intervention

The Original Homestead Restaurant, Inc., d/b/a the Old Homestead Steakhouse

/s/ Gayle McCrea

An Employee of Rice Reuther Sullivan & Carroll, LLP

EXHIBIT 15

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual)
and citizen of New York,)
derivatively on behalf of)
Real Party in Interest GR)
BURGR, LLC, a Delaware)
limited liability company,)

Plaintiffs,)

vs.)

PHWLV, LLC, a Nevada)
limited liability company;)
GORDON RAMSAY, an)
individual; DOES I through)
X; ROE CORPORATIONS I)
through X,)

Defendants.)

and)

GR BURGR, LLC, a Delaware)
limited liability company,)

Nominal Plaintiff.)

Case No.: A-17-751759-B
Dept. No.: XVI

Consolidated with

A-17-760537-B

Envision Legal Solutions 702-805-4800 scheduling@envision.legal

AND ALL RELATED MATTERS)

VIDEOTAPED DEPOSITION OF BRYN DORFMAN

NEW YORK, NEW YORK

THURSDAY, OCTOBER 31, 2019

Reported by: Monice K. Campbell, NV CCR No. 312,
Registered Professional Reporter

Job No.: 3780

1 VIDEOTAPED DEPOSITION OF BRYN DORFMAN, held
2 at SCAROLA ZUBATOV SCHAFFZIN PLLC, located at
3 1700 Broadway, 41st Floor, New York, New York, on
4 Thursday, October 31, 2019, at 10:57 a.m., before
5 Monice K. Campbell, Certified Court Reporter.

6
7
8 APPEARANCES:

9 For Rowen Seibel; DNT Acquisition LLC; Moti
10 Partners, LLC; Moti Partners 16, LLC; LLTQ
11 Enterprises, LLC; LLTQ Enterprises 16, LLC; FERG,
12 LLC; TPOV Enterprises, LLC; and TPOV Enterprises
13 16, LLC:

14 SCAROLA ZUBATOV SCHAFFZIN PLLC

15 BY: DANIEL J. BROOKS, ESQ.

16 1700 Broadway, 41st Floor

17 New York, New York 10019

18 217.757.0007

19 daniel.brooks@szslaw.com

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20 For Desert Palace, Inc; Paris Las Vegas Operating
21 Company, LLC; PHWLTV, LLC; and Boardwalk Regency
22 Corporation d/b/a Caesars Atlantic City:

23 PISANELLI BICE PLLC

24 BY: M. MAGALI MERCERA, ESQ.

25 400 South 7th Street, Suite 300

Las Vegas, Nevada 89101

702.214.2100

mmm@pisanellibice.com

1 For Gordon Ramsay:

2 (Present Telephonically)

3 FENNEMORE CRAIG
4 BY: JOHN D. TENNERT III, ESQ.
300 East Second Street, Suite 1510
5 Reno, Nevada 89501
775.788.2212
6 jtennert@fclaw.com

7 Also Present:

8 ALBERT SERINO, THE VIDEOGRAPHER

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NEW YORK, NEW YORK; THURSDAY, OCTOBER 31, 2019

10:57 A.M.

* * * * *

THE VIDEOGRAPHER: This is the start of Media Labeled Number 1 in the deposition of Bryn Dorfman, in the matter of Rowen Seibel v PHWLTV, LLC, et al., in the Eighth Judicial District Court, Clark County, Nevada, Case Number A-17-751759.

This deposition is being held at 1700 Broadway, New York, New York 10019, on October 31st, 2019.

The time now is 10:57 a.m. My name is Albert Serino, the legal video specialist. The court reporter is Monice Campbell. We are in association with Envision Legal Solutions.

Counsel, please introduce yourselves.

MS. MERCERA: Magali Mercera on behalf of the Caesars parties.

MR. BROOKS: Dan Brooks for the witness.

MR. TENNERT: John Tennert on behalf of Gordon Ramsay.

THE VIDEOGRAPHER: Will the court

1 reporter please swear in the witness.

2 Whereupon,

3 BRYN DORFMAN,

4 having been sworn to testify to the truth, the whole
5 truth, and nothing but the truth, was examined and
6 testified under oath as follows:

7

8 EXAMINATION

9 BY MS. MERCERA:

10 Q. Good morning, Ms. Dorfman. As I just
11 stated, my name is Magali Mercera. I represent
12 the Caesars parties in this litigation, and I
13 have a few questions for you today.

14 As I told you off the record, I don't
15 expect to go all day. Envision Legal Solutions 702-805-4800 scheduling@envision.legal Hopefully we should be
16 done maybe shortly before lunch. So you will be
17 able to get out of here and get on with your day
18 and Halloween and all that stuff.

19 First of all, do you go by any other
20 names than Bryn Dorfman?

21 A. Yes. Bryn Crief.

22 Q. Can you spell that for me?

23 A. Bryn, B-r-y-n, Crief, C-r-i-e-f.

24 Q. So Dorfman and Crief?

25 A. I mainly go by Dorfman.

1 do have a prenuptial agreement with Mr. Seibel,
2 correct?

3 A. Yes.

4 Q. I don't want to know the full contents
5 of the prenuptial agreement at this time, but
6 the question I do want to ask you is, is there
7 any provision in that agreement that requires
8 you to share the distributions that you receive
9 from the Seibel Family 2016 Trust?

10 A. No.

11 Q. And is there any provision in the
12 prenuptial agreement that allows you to share
13 the distributions that you receive from the
14 Seibel Family 2016 Trust?

15 A. No.

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16 Q. Is there any provision in the
17 prenuptial agreement regarding the Seibel Family
18 2016 Trust?

19 A. No.

20 MS. MERCERA: Pass the witness.

21 MR. BROOKS: John, your turn.

22

23 EXAMINATION

24 BY MR. TENNERT:

25 Q. Ms. Dorfman, this is --

Bryn Dorfman

October 31, 2019

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CERTIFICATE OF REPORTER

STATE OF NEVADA)

) SS:

COUNTY OF CLARK)

I, Monice K. Campbell, a duly
commissioned and licensed court reporter, Clark
County, State of Nevada, do hereby certify: That
I reported the taking of the deposition of the
witness, Bryn Dorfman, commencing on Thursday,
October 31, 2019, at 10:57 A.M.;

That prior to being examined, the
witness was, by me, duly sworn to testify to the
truth. That I thereafter Envision Legal Solutions 702-805-4800 scheduling@envision.legal transcribed my said
shorthand notes into typewriting and that the
typewritten transcript of said deposition is a
complete, true, and accurate transcription of
said shorthand notes.

I further certify that I am not a relative or
employee of an attorney or counsel or any of the
parties, nor a relative or employee of an attorney
or counsel involved in said action, nor a person
financially interested in the action; that a

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1 request has been made to review the transcript.

2

3 IN WITNESS THEREOF, I have hereunto set my hand
4 in my office in the County of Clark, State of
5 Nevada, this 16th day of November, 2019.

6



7

Monice K. Campbell, CCR No. 312

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EXHIBIT 16

**Filed
Under
Seal
Pursuant to
Motion to Seal or
Redact Filed
Concurrently
Herewith**

EXHIBIT 17

**Filed
Under
Seal
Pursuant to
Motion to Seal or
Redact Filed
Concurrently
Herewith**

EXHIBIT 18

**Filed
Under
Seal
Pursuant to
Motion to Seal or
Redact Filed
Concurrently
Herewith**

EXHIBIT 19

**Filed
Under
Seal
Pursuant to
Motion to Seal or
Redact Filed
Concurrently
Herewith**

EXHIBIT 20

**Filed
Under
Seal
Pursuant to
Motion to Seal or
Redact Filed
Concurrently
Herewith**

EXHIBIT 21

**Filed
Under
Seal
Pursuant to
Motion to Seal or
Redact Filed
Concurrently
Herewith**

EXHIBIT 22

DECLARATION OF M. MAGALI MERCERA, ESQ.

I, M. MAGALI MERCERA, ESQ., declare as follows:

1. I am a resident of the State of Nevada, and an attorney with the law firm of PISANELLI BICE PLLC, counsel for Plaintiffs PHWLTV, LLC ("Planet Hollywood"), Desert Palace, Inc. ("Caesars Palace"), Paris Las Vegas Operating Company, LLC ("Paris"), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City ("CAC" and collectively with Caesars Palace, Paris, and Planet Hollywood, "Caesars").

2. I make this declaration in support of Caesars' Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception ("Motion to Compel") filed concurrently herewith.

3. On or about November 18, 2020, I reached out to counsel for the Seibel Parties,¹ Joshua Gilmore, Esq., requesting a meet and confer regarding communications withheld on the Seibel Parties' privilege log related to the creation of (1) the prenuptial agreement between Seibel and Bryn Dorfman; and (2) the Seibel Family 2016 Trust.

4. I explained that based upon the content of the prenuptial agreement and Brian Ziegler's ("Ziegler") recent testimony, Caesars believed that Seibel "used his lawyers to obtain advice about setting up the Trust and the interplay with the Prenuptial Agreement in an effort to hide the truth from Caesars." As a result, Caesars believed the crime-fraud exception applied.

5. Not receiving a response, I reached out again on November 24, 2020

6. On November 25, 2020, Mr. Gilmore responded indicating that they were working on a written response and anticipated providing that following the Thanksgiving holiday.

7. In the hope of obtaining a prompt resolution, I requested that we discuss the issue during a meet and confer on November 25, 2020 that we were already scheduled to hold on another issue.

¹ TPOV Enterprises, LLC ("TPOV"), TPOV Enterprises 16, LLC ("TPOV 16"), LLTQ Enterprises, LLC ("LLTQ"), LLTQ Enterprises 16, LLC ("LLTQ 16"), FERG, LLC ("FERG"), FERG 16, LLC ("FERG 16"), MOTI Partners, LLC ("MOTI"), MOTI Partners 16, LLC ("MOTI 16"), and DNT Acquisition, LLC ("DNT") Rowen Seibel ("Seibel"), and Craig Green ("Green"), are collectively referred to herein as the Seibel Parties.



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LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC;
TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green;
and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT
Acquisition, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware limited
liability company,

Plaintiff,

vs.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

And

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

Case No. A-17-751759-B
Dept. No. XVI

Consolidated with A-17-760537-B

**ROWEN SEIBEL, CRAIG GREEN, AND
THE DEVELOPMENT ENTITIES'
OPPOSITION TO CAESARS' MOTION TO
COMPEL DOCUMENTS WITHHELD ON
THE BASIS OF ATTORNEY-CLIENT
PRIVILEGE PURSUANT TO THE CRIME-
FRAUD EXCEPTION**

Date of Hearing: 2/10/2021
Time of Hearing: 9:00 AM

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Why does Caesars believe that Seibel tried to commit fraud? Because Caesars believes that Seibel remained affiliated with the Development Entities. Why did Caesars terminate the Development Agreements? Because Caesars believed that Seibel remained affiliated with the Development Entities. The alleged fraud by Seibel that forms the basis of this Motion is something that Caesars believed when it terminated the Development Agreements—hence, why Caesars provides no evidence suggesting otherwise with its Motion. Since there was no fraud then, there can be no fraud now.

With that in mind, the only “[r]ighteous indignation”¹ at issue is borne of Caesars. Caesars has made baseless accusations time and time again throughout this case, but this Motion takes matters to the next level. According to Caesars, routine marital and estate planning now equates to fraud—so much so that it warrants piercing the oldest and most fundamental privilege underlying the judicial system: the attorney-client privilege, through which a client is encouraged to speak openly and freely with his attorney and to receive *confidential* legal advice in return. Upon wading through the abundance of hyperbole, exaggerations, half-truths, and unsupported accusations in Caesars’ Motion, all of which is purely designed to try to secure a result “not on the basis of facts, but through inflamed emotion,”² the balloon of Caesars’ argument deflates to the truth: Caesars knew (in 2016) that Seibel would still benefit from the income stream associated with the restaurants through which Caesars had been doing business with Seibel by naming his wife and grandmother as beneficiaries of the trust formed to take title to the Development Entities. That arrangement, which was akin to an arrangement that Seibel understood had been acceptable to another gaming company in the past doing business with a third-party vendor, was presented to—and rejected—by Caesars for the precise reason that Caesars now claims to have been unaware. Thus, while Caesars argues that Seibel hid something from it, in truth, he did nothing of the sort.

¹ See Mot. at 10:20-24.

² *Canterino v. Mirage Casino-Hotel*, 117 Nev. 19, 32, 16 P.3d 415, 423 (2001) (“The added hyperbole that the Mirage is ‘cold’ was simply an attempt to prejudice the jury against the Mirage not on the basis of facts, but through inflamed emotion.”).

1 *It is Caesars' burden to show, by a preponderance of the evidence, that Seibel (i) intended*
2 *to perpetuate a fraud on Caesars and (ii) used his attorneys in furtherance of the fraud.* Caesars
3 does not even come close to presenting sufficient evidence to meet its burden and warrant piercing
4 the attorney-client privilege. Indeed, Caesars did not attach one of the two operative documents that
5 it now claims was prepared by Seibel in order to perpetuate a fraud: The Seibel Family 2016 Trust
6 (the "Trust"). That critical omission aside, Caesars' Motion is full of self-serving citations and
7 baseless conclusions intended to support a narrative that is far from the truth. What the evidence
8 does show is that Seibel utilized the services of his attorneys for legitimate purposes. There is
9 nothing sinister about his family trust or his prenuptial agreement. Caesars would have this Court
10 believe otherwise in order to unfairly secure access to Seibel's privileged communications.

11 For these reasons, as explained more fully below, this Court should deny Caesars' attempted
12 fishing expedition into privileged communications between Seibel and his counsel.

13 II. FACTUAL AND PROCEDURAL HISTORY

14 Through its Motion, Caesars argues that Seibel is the perpetrator of a complex scheme to
15 defraud it. At the time, Caesars was under contract with various entities (collectively, the
16 "Development Entities"), which were formerly owned by Seibel (in whole or in part, directly or
17 indirectly), that either shared in net profits with, or received license fees from, Caesars for various
18 restaurants that had been conceptualized by Seibel. The evidence is overwhelming that Caesars was
19 eager to excise itself from those valuable contracts in order to substantially increase its bottom line.

20 The notion that Seibel tried to (or even could) defraud Caesars is belied by the facts;³ but
21 before getting there, it is important to consider how these parties came to know one another,
22 *including how Seibel sparked a relationship that culminated in Caesars grossing* [REDACTED]
23 [REDACTED] *in revenue.* That staggering figure is not an exaggeration:

- 24 - Between May 2012 and October 2020, Gordon Ramsay Steak at Paris reported
25 gross revenue of [REDACTED];

26 ///

27
28 ³ The word "tried" is important here because Caesars does not actually claim in its Motion that it was defrauded by Seibel, only that Seibel tried to defraud Caesars.

- 1 - Between December 2012 and October 2020, BurGR at Planet Hollywood (n/k/a
- 2 Gordon Ramsay Burger) reported gross revenue of [REDACTED];
- 3 - Between December 2012 and October 2020, Gordon Ramsay Pub & Grill at
- 4 Caesars Palace reported gross revenue of [REDACTED];
- 5 - Between December 2011 and October 2020, the Old Homestead Steakhouse at
- 6 Caesars Palace reported gross revenue of [REDACTED];
- 7 - Between April 2009 and December 2016, Serendipity 3 at Caesars Palace
- 8 reported gross revenue of [REDACTED];
- 9 - Between February 2015 and October 2020, Gordon Ramsay Pub & Grill at
- 10 Caesars Atlantic City reported gross revenue of [REDACTED];
- 11 - Between October 2016 and October 2020, Gordon Ramsay Fish & Chips at the
- 12 LINQ reported gross revenue of [REDACTED]; and
- 13 - Between November 2017 and October 2020, Gordon Ramsay Steak at the
- 14 Horseshoe in Baltimore reported gross revenue of [REDACTED].⁴

15 (See Ex. 2, Spreadsheet of Gross Revenue.) These figures are even more staggering when
16 considering the extent to which some of these restaurants have outperformed their predecessors:

- 17 - Gordon Ramsay Steak at Paris has reported an average annual operating income
- 18 that is [REDACTED] [REDACTED] than that of the prior restaurant;
- 19 - Gordon Ramsay Pub & Grill at Caesars Palace has reported an average annual
- 20 operating income that is [REDACTED] [REDACTED] than that of the prior restaurant;
- 21 - The Old Homestead Steakhouse at Caesars Palace has reported an average annual
- 22 operating income that is [REDACTED] [REDACTED] than that of the prior restaurant; and
- 23 - Gordon Ramsay Pub & Grill at Caesars Atlantic City has reported an average
- 24 annual operating income that is [REDACTED] [REDACTED] than that of the prior restaurant.

25 ///

26 _____

27 ⁴ It is unknown how much additional gross revenue was reported by Caesars for the other restaurants involving the

28 Gordon Ramsay brand to which the Development Entities were excluded (specifically, Gordon Ramsay Steak at Harrah's Resort Atlantic City, which opened in May 2018, and Gordon Ramsay Steak at Harrah's North Kansas City, which opened in November 2019).

(Ex. 4, Analysis of Baselines of Prior Restaurants vs. New Restaurants; *see also* Ex. 41, Deposition of Harold Deiters, at 145:9-152:1 (explaining the Analysis of Baselines of Prior Restaurants vs. New Restaurants as a demonstrative that he created).) ***Put simply, Seibel (through the original Development Entities) was directly responsible for developing a fleet of extremely profitable restaurants for Caesars that performed [REDACTED] than the restaurants that they replaced.*** (Ex. 5, Deposition of Tom Jenkin, at 219:7-220:24 (confirming that each of these restaurants is profitable); Ex. 6, Deposition of Gary Selesner, at 145:9-10 (describing these restaurants as [REDACTED]).)

The above numbers do not tell the entire story, but they do establish one crucial fact: Caesars literally has tens of millions of reasons to paint itself as the victim of a fraud so that it may try to justify avoiding its contractual obligations owed to the Development Entities. ***Upon review of the evidence, it is undeniable that Caesars is the culprit of an elaborate scheme designed to enrich itself at the expense of the Development Entities.*** To that end, Caesars is doing everything in its power (sparing no expense in the process) to try to deflect attention away from its own wrongdoing.

A. Caesars Asks to Work with Seibel to Revamp its Restaurant Business.

In the late 2000s, Caesars learned that Seibel, a restaurateur, had licensing rights to a popular restaurant in New York City known as Serendipity. (Ex. 5, Deposition of Tom Jenkin, at 25:10-18, 26:13-17.) Tom Jenkin, former Global President of Caesars, initiated a meeting with Seibel to discuss the possibility of bringing a Serendipity restaurant to Las Vegas. (*Id.* at 25:4-7, 14-16.) Soon after the parties began working together, Seibel introduced Caesars to Gordon Ramsay and the owners of the Old Homestead Steakhouse. (Ex. 7, Deposition of Gordon Ramsay, at 18:5-7; Ex. 8, Deposition of Rowen Seibel, Vol. I, at 104:25-105:21.) Seibel primarily worked with J. Jeffrey Frederick, who was Caesars' Regional Vice President of Food and Beverage. (Ex. 9, Deposition of Rowen Seibel, Vol. II, at 488:25; *see also* Ex. 6, Deposition of Gary Selesner, at 117:5-8 (testifying that Frederick was [REDACTED] for Seibel); Ex. 12, Deposition of Amie Sabo, Vol. II, at 74:15-18 (testifying that Frederick was the [REDACTED] for the restaurants).)

The rest is history. Seibel was absolutely instrumental in helping Caesars open a number of wildly profitable restaurants, all but one of which remains open and extremely successful to this day.

1 *In the words of Gary Selesner, former President of Caesars Palace,* [REDACTED]

2 [REDACTED] (Ex. 13, Apr. 26, 2014, Email (emphasis added).)

3 **B. The Development Agreements and the Restaurants.**

4 Beginning in 2009, Caesars entered into a series of agreements (collectively, the
5 “Development Agreements”) with Moti, DNT, TPOV, LLTQ, GR Burgr, LLC (“GR Burgr”), and
6 FERG (the original Development Entities) to operate various restaurants at Caesars’ properties in
7 Las Vegas and elsewhere; specifically, Serendipity 3, Old Homestead, Gordon Ramsay Steak,
8 Gordon Ramsay Pub & Grill in Las Vegas, BurGR (n/k/a Gordon Ramsay Burger), and Gordon
9 Ramsay Pub & Grill in Atlantic City (collectively, the “Restaurants”).⁵ The Development Entities
10 were created by Seibel solely for the purposes of doing business with Caesars and participating in
11 the design, development, construction, and/or operation of the Restaurants.

12 **1. Serendipity 3**

13 In 2009, Caesars and Moti entered an agreement (the “Moti Agreement”) for the operation of
14 a Serendipity 3 restaurant at Caesars Palace. (Ex. 15, Moti Agreement.) Under the Moti Agreement,

15 [REDACTED]

16 [REDACTED]

17 [REDACTED] (*Id.*) Moti helped design, develop, and operate the restaurant, which opened in April
18 2009. (*Id.*) Serendipity 3 remained in operation until it was closed by Caesars in December 2016.

19 **2. Old Homestead Steakhouse**

20 In 2011, Seibel formed a joint venture (DNT) with the owners of the famous Old Homestead
21 restaurant in New York City. (Ex. 16, DNT Operating Agreement.) DNT subsequently entered into
22 an agreement with Caesars (the “DNT Agreement”) whereby [REDACTED]

23 [REDACTED]

24 [REDACTED] (Ex. 17, DNT Agreement.)

25 ///

26 _____

27 ⁵ Caesars defines its relationship with Seibel as “partners” only when it fits Caesars’ preferred narrative; at other times,
28 Caesars is quick to reject the notion it was partners with Seibel. (*Compare* Mot. at 18:3 with Ex. 14, Deposition of Brian Ziegler, at 158:25-165:9.)

1 Since opening in December 2011, [REDACTED]
2 [REDACTED]
3 [REDACTED] (Ex. 4, Analysis of Baselines of Prior Restaurants vs New Restaurants.) The Old
4 Homestead Steakhouse remains in operation.

5 **3. The Gordon Ramsay Restaurants**

6 In 2010, Ramsay and Seibel began to explore the possibility of bringing the Gordon Ramsay
7 brand to Las Vegas. (Ex. 7, Deposition of Gordon Ramsay, at 15:17-19, 18:11-19:25.) As noted
8 above, *it was Seibel who first introduced Ramsay to executives at Caesars*. (*Id.* at 18:5-7; Ex. 8,
9 Deposition of Rowen Seibel, Vol. I, at 104:25-105:21.) Together, they opened multiple successful
10 Gordon Ramsay concepts for Caesars that remain in operation today. Specifically:

11 a. Gordon Ramsay Steak

12 Following the introduction of Ramsay to Caesars, the parties conceived the concept of
13 Gordon Ramsay Steak at Paris. At the time, Caesars [REDACTED]
14 [REDACTED]⁶ (*See* Ex. 5,
15 Deposition of Tom Jenkin, at 33:20-22, 34:16-21.) TPOV entered into an agreement with Caesars
16 (the “TPOV Agreement”) whereby it [REDACTED]

17 [REDACTED]
18 [REDACTED] (Ex. 19, TPOV Agreement.)

19 Gordon Ramsay Steak has, by all accounts, been extremely successful and profitable since its
20 opening in May 2012. [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED] (Ex. 4, Analysis of Baselines of Prior
24 Restaurants vs. New Restaurants.)

25

26 ⁶ According to a representative of Caesars’ Capital Committee, Caesars was operating in its [REDACTED]
27 when developing Gordon Ramsay Steak, at which point Caesars had [REDACTED] (Ex. 18, 30(b)(6)
28 Deposition of the Capital Committee, Matt Jensen, at 55:7-56:15.) Certain of the Caesars entities later filed for
bankruptcy in Illinois. *See generally In re Caesars Entertainment Operating Co.*, Dkt. 1, Case No. 15-01145 (Bankr.
N.D. Ill. Jan 15, 2015).

b. Gordon Ramsay Pub & Grill at Caesars Palace

Shortly after entering into the TPOV Agreement, Caesars and LLTQ entered into an agreement (the “LLTQ Agreement”) to open Gordon Ramsay Pub & Grill at Caesars Palace. (Ex. 20, LLTQ Agreement.) Akin to the terms of the TPOV Agreement, [REDACTED]

[REDACTED] (*Id.*)

Gordon Ramsay Pub & Grill, which opened in December 2012, *has been very successful*,

[REDACTED] (Ex. 4, Analysis of Baselines of Prior Restaurants vs New Restaurants.)

c. BurGR (n/k/a Gordon Ramsay Burger)

In 2012, Seibel and Ramsay formed GR Burgr in preparation for opening the BurGR Restaurant at Planet Hollywood. (Ex. 21, GR BurGR Operating Agreement.) GR Burgr entered into an agreement with Caesars (the “GRB Agreement”) wherein GR Burgr [REDACTED]

[REDACTED] (Ex. 22, BurGR Agreement.) The restaurant has been very profitable since its opening in December 2012 (considering that it focuses on hamburgers, fries, and milkshakes rather than expensive meats and wine); *including*, [REDACTED] (Ex. 3, Expert Report of Harold Deiters, at Ex. 8A.)

d. Gordon Ramsay Pub & Grill at Caesars Atlantic City

Due to the tremendous success of Gordon Ramsay Pub & Grill in Las Vegas, Caesars wanted to open up an additional location in Atlantic City. (*See* Ex. 23, Feb. 11, 2013, Email.) Caesars needed to involve Seibel in the restaurant pursuant to a clause in the LLTQ Agreement that barred Caesars from duplicating the concept in other locations without involving an affiliate of LLTQ. (Ex. 24, Dec. 18, 2018, Email; *see also* Ex. 25, Apr. 23, 2014, Email.) Seibel agreed, and in May 2014, CAC entered into an agreement with FERG (the “FERG Agreement”) to open a new location [REDACTED]

1 [REDACTED] (Ex. 26,
2 FERG Agreement; *see also* Ex. 20, LLTQ Agreement.)

3 Since opening in February 2015, Gordon Ramsay Pub & Grill in Atlantic City has reported

4 [REDACTED]
5 [REDACTED]
6 [REDACTED] (Ex. 4, Analysis of Baselines of Prior
7 Restaurants vs. New Restaurants.)

8 * * * *

9 *Although Caesars refuses to admit it, Seibel revamped Caesars' business, allowing it to*
10 *exponentially increase its profitability in various restaurants at multiple properties.* The numbers
11 simply do not lie. Caesars knows the incredible value associated with the Gordon Ramsay brand and
12 has continued to exploit it, opening additional restaurants in Las Vegas, Atlantic City, Baltimore,
13 and Kansas City (in each instance, in violation of its contractual obligations by not involving an
14 affiliate of the Development Entities).

15 The point is this: But for Seibel (whom Caesars now claims it wishes to have never met),
16 Caesars would not have met Ramsay, would not have been introduced to the owners of the Old
17 Homestead Steakhouse, and would not be in the stellar financial position that it finds itself in today
18 when it comes to these booming Restaurants in its hotels.

19 **C. Seibel's Relationship with Caesars Deteriorates.**

20 As shown above, the Restaurants that Seibel brought to Caesars, funded, and/or helped create
21 were—and still are—extremely successful. Unfortunately, the parties' honeymoon phase was short-
22 lived; once Caesars had fully capitalized on Seibel's funding, restaurant knowledge and knowhow,
23 and industry relationships, Caesars wanted him out in order to increase its profitability. *At the time,*
24 *the Development Entities were making sizeable and agreed-upon profits on the Restaurants and*
25 *Caesars was not happy about it.* (See Ex. 27, Apr. 10, 2013 Email.) Jenkin said it best in an email
26 to Selesner dated April 26, 2014: [REDACTED] (Ex. 13, Apr. 26, 2014, Email.)
27 Selesner agreed (despite accurately acknowledging [REDACTED]
28 [REDACTED]), saying, [REDACTED] (*Id.*) David Hoenemeyer, former

1 Regional President for Bally's, Paris, and Planet Hollywood, described the division of profits
2 between Caesars and the Development Entities as [REDACTED]

3 [REDACTED]
4 (Ex. 28, Feb. 28, 2015, Email.) Kevin Ortzman, former Regional President for Caesars Atlantic
5 City, Bally's Atlantic City, and Harrah's Atlantic City, also described the amount of money being
6 paid to the Development Entities as [REDACTED] (Ex. 29, Jan. 26, 2014 Email Chain.) Further, top
7 executives at Caesars (including its Global President) began to dislike Seibel. (Ex. 30, Jan. 17, 2014
8 Email Chain (referring to Jenkin's [REDACTED]); Ex. 29, Jan. 26, 2014
9 Email Chain (referencing that Jenkin [REDACTED] and saying, [REDACTED]
10 [REDACTED]); Ex. 31, Nov. 19, 2013, Email (where Sean McBurney states, [REDACTED]).)

11 ***Having extracted all that was needed from Seibel, Caesars was ready to cast him aside to further***
12 ***its own financial self-interest.***

13 By the end of 2014, Caesars was trying to figure out how to lessen the share of profits being
14 remitted to the Development Entities. For example, Caesars was analyzing how [REDACTED]

15 [REDACTED]
16 [REDACTED] (See Ex. 32, Oct. 29, 2014, Letter; see
17 also Ex. 33, June 30, 2014-July 8, 2014, Email Chain.) ***It was no secret that Caesars wanted to***
18 ***unjustly oust the Development Entities.*** (Ex. 29, Jan. 26, 2014 Email Chain [REDACTED]
19 [REDACTED]; Ex. 28, Feb.
20 28, 2015, Email [REDACTED]

21 [REDACTED].) In fact, Caesars' objective was on full display in its bankruptcy, during
22 which Caesars attempted to reject certain Development Agreements without also rejecting the
23 corresponding license agreements entered into between Caesars and Ramsay for the same
24 Restaurants.⁷ (Ex. 37, Notice of Debtors' Fourth Omnibus Mot. for the Entry of an Ord. Authorizing
25 the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11, 2015.)

26
27 ⁷ For each of the TPOV Agreement, the LLTQ Agreement, and the FERG Agreement, Caesars contemporaneously
28 entered into a licensing agreement with Ramsay to use his name and likeness for the corresponding Restaurant. (See
generally Exs. 34-36, Ramsay Agreements.)

1 In short, Seibel knew that Caesars was keen on eliminating the Development Entities from
2 continued participation in the net profits of the Restaurants. (Ex. 10, Deposition of Rowen Seibel,
3 Vol. III, at 702:1-23 (testifying that he distrusted Caesars based, in part, on actions that it took in its
4 bankruptcy); *see also* Ex. 38, 30(b)(6) Deposition of FERG 16, LLC, Craig Green, at 57:10-58:2
5 (stating that “it was well documented that Caesars did not want to do business with Mr. Seibel
6 anymore” and noting that there was a “lack of comradery” between Seibel and Caesars).)

7 **D. The Amendment**

8 In 2014, around the same time that FERG and Caesars entered into the FERG Agreement,
9 Moti, DNT, TPOV, and LLTQ negotiated an amendment to their respective Development
10 Agreements with Caesars (the “Amendment”), allowing [REDACTED]
11 [REDACTED] (Ex. 39, Amendment.) At the time,
12 Seibel wanted [REDACTED] the Development Entities’
13 interests in the Development Agreements. (Ex. 40, 30(b)(6) Deposition of FERG, LLC, Rowen
14 Seibel, at 174:15-16.) *While Caesars has since assigned a nefarious purpose to the Amendment,*
15 *Caesars did not object at the time to the Amendment, let alone question Seibel’s motivation for*
16 *asking Caesars to enter into the Amendment, despite having full and fair opportunity to do so.*
17 (Ex. 12, Deposition of Amie Sabo, Vol. II, at 93:19-94:6.)

18 While Seibel was aware at the time that he was being investigated, no charges had been
19 brought against him; nor had he been named as an unindicted co-conspirator to any felony,
20 misdemeanor or disorderly person offense, such that no formal disclosure to Caesars was required.
21 (See Ex. 42, Business Information Form, Revised Dec. 2010, at Question 7.) Nevertheless, out of an
22 abundance of caution, several months prior to executing the Amendment, on January 9, 2014, *Seibel*
23 *told Frederick, his “direct contact at Caesars,” that he was under investigation for tax issues and*
24 *“could be facing criminal charges.”* (Ex. 9, Deposition of Rowen Seibel, Vol. II, at 488:1-489:15,
25 502:9-504:16; Ex. 14, Deposition of Brian Ziegler, at 153:12-154:2; *see also* Ex. 43, Certilman Balin
26 Invoice, at RS-00194572 (billing Seibel for the meeting between and among Seibel, Frederick, and
27

28 ⁸ Such a right was already included in the FERG Agreement. (Ex. 26, FERG Agreement, at 22.)

1 Ziegler);⁹ Ex. 44, Aug. 2014, Email Chain (Frederick references [REDACTED]).) Thus,
2 contrary to Caesars' self-serving and contrived argument, Seibel did inform Caesars of the criminal
3 matter.¹⁰ Like any astute businessman would do, Seibel was preparing for the unknown and
4 considering selling or assigning his interests in the Development Entities when entering into the
5 Amendment. (Ex. 40, 30(b)(6) Deposition of FERG, LLC, Rowen Seibel, at 174:17-19, 176:1-11.)
6 It would have been foolish for Seibel to ignore how Caesars was trying to rid itself of the
7 Development Entities.

8 **E. The Assignments and the Trust.**

9 In 2016, Seibel formed The Seibel Family 2016 Trust (the "Trust"), an irrevocable trust.
10 (Ex. 47, Seibel Family 2016 Trust.) He did so for several valid reasons, including (i) to protect his
11 assets in the event of his death; (ii) to protect his assets from unscrupulous creditors; and (iii) to
12 address the distinct possibility that if he was charged with and found guilty of committing a crime,
13 Caesars would seek to terminate the Development Agreements. (Ex. 10, Deposition of Rowen
14 Seibel, Vol. III, at 701:18-702:22.) Shortly thereafter, MOTI, TPOV, LLTQ, and FERG assigned
15 their rights and interests under their respective Development Agreements to newly formed entities
16 (MOTI 16, TPOV 16, LLTQ 16 and FERG 16, respectively), which were owned, in large part,
17
18

19 _____
20 ⁹ "Fink," as referenced in the billing entry, is the name of Seibel's criminal attorney. (Ex. 9, Deposition of Rowen
21 Seibel, Vol. II, at 500:17-23.)

22 ¹⁰ *Caesars' contention that Seibel hid the investigation is utterly false.* (See Mot. at 5:6-7.) It is true that Seibel did
23 not update the Business Information Form (BIF) that he previously completed in connection with the Moti and DNT
24 Agreements; however, as he had not been charged with a crime in 2014 and had no reason to believe that he would be (as
25 opposed to could be) denied a gaming license had he applied for one, no formal update of the BIF was required based on
its plain language. (See Ex. 42, Business Information Form, Revised Dec. 2010, Questions 7, 11.) Setting aside that the
Development Agreements did not reference completing a BIF, Caesars subsequently realized that its BIF did not require
disclosure of Seibel's investigation and, consequently, updated its BIF in late 2016 to expand the type of information that
would need to be disclosed by a person doing business with Caesars; including, [REDACTED]

[REDACTED]. (Ex. 45, Business
Information Form, Revised Nov. 1, 2016, Questions 8(d), 8(f).) Such broad language did not appear in the BIF
presented to Seibel in 2014. (Ex. 46, May 9, 2012, Email.) While Caesars has since tried to interpret the language in the
BIF in effect at the time as requiring disclosure of the investigation by Seibel, the plain language of its BIF proves that
no such disclosure was required until such time as Seibel had been charged with a crime. By the time that Seibel was
charged with a crime in April 2016, he had already dissociated from the Development Entities, and thus, he was no
longer required to make any disclosures to Caesars.

1 directly or indirectly, by the Trust.¹¹ (Exs. 48-49, MOTI & LLTQ Assignment Letters; *see also* Exs.
2 6-7 to the Mot., FERG & TPOV Assignment Letters.)

3 *Seibel kept Caesars informed of these events by disclosing, in writing, the following:*

4 (1) That he was transferring his interests in the Development Entities to the Trust;

5 (2) That Craig Green (with whom executives at Caesars had interfaced for years with regard
6 to the day-to-day operations of the Restaurants) and Brian Ziegler, Esq. (with whom Caesars'
7 counsel (Amie Sabo, Esq.) had interfaced in the past when negotiating the terms of certain
8 Development Agreements) had been appointed to serve as co-Trustees of the Trust;

9 (3) That Bryn Dorfman (Seibel's wife) and Netty Wachtel Slushny (Seibel's grandmother)
10 had been named as Beneficiaries of the Trust;

11 (4) That Green would serve as Manager in place of Seibel for each of the Development
12 Entities; and

13 (5) That all of Seibel's duties with regard to the Restaurants would be performed by
14 Frederick, who by that point in time had left Caesars and was in business with Seibel.

15 (Exs. 48-50, MOTI, LLTQ, & DNT Assignment Letters; *see also* Exs. 6-7 to the Mot., FERG &
16 TPOV Assignment Letters.)

17 *No one at Caesars said anything to Seibel about the Trust or the assignments;* Caesars
18 proceeded as if the assignments to the Trust were acceptable, making payments to the new
19 Development Entities pursuant to the Development Agreements. (Ex. 11, Deposition of Amie Sabo,
20 Vol. I, at 64:2-67:11, 75:13-76:2, 79:1-20; Ex. 51, July 2, 2016 Email (referencing [REDACTED]
21 [REDACTED]).) This is true
22 even though Caesars' Compliance Officer, Susan Carletta, has since testified that she had concerns
23 about the Trust, because [REDACTED] (Ex.
24 52, 30(b)(6) Deposition of Caesars' Compliance Committee, Susan Carletta, at 56:13-15; *see also*
25 Ex. 54, Deposition of Richard Casto, at 115:25-116:9 (testifying that [REDACTED]
26 [REDACTED]).)

27 _____
28 ¹¹ R Squared also assigned its interests in DNT to the Trust. (Ex. 50, DNT Assignment Letter.) Further, Seibel sought
to assign his interests in GR Burgr to the Trust. (Ex. 55, Apr. 11, 2016, Letter to GR US Licensing, LP.)

1 Although the Trustees and Beneficiaries of the Trust had existing relationships with Seibel (a
2 fact known to Caesars long before it terminated the Development Agreements), the Trust contained
3 provisions specially designed to ensure that neither the Trustees nor the Beneficiaries could be
4 unsuitable persons as may be determined by Caesars. (Ex. 47, The Seibel 2016 Family Trust, at 45-
5 46.) For example, the Trust provides that [REDACTED]
6 [REDACTED] (*Id.* at 45 (emphasis added).) Further, the Trust
7 provides:

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 (*Id.* (emphasis added).) These provisions under Article XXIV of the Trust, which restrict how and to
16 whom the Trustees may disburse funds, (Ex. 56, 30(b)(6) Deposition of The Seibel Family 2016
17 Trust, Vol. I, Brian Ziegler, Esq., at 128:22-130:2; 135:20-136:19), show Seibel's intent in carrying
18 out a valid assignment that would ensure his disassociation from the Development Entities in the
19 event that he was deemed to be unsuitable by Caesars while also protecting Caesars from running
20 into any suitability issues with persons with whom it was under contract who were associated with
21 the Development Entities. ***Stated another way, Caesars could remain under contract with the***
22 ***Development Entities since the Trust could never be managed or owned by an unsuitable person,***
23 ***nor could the Trustees distribute income received from the Development Entities to persons who***
24 ***were deemed unsuitable by Caesars.*** Importantly, Seibel understood that another gaming licensee
25 had entered into a similar trust arrangement in the past when dealing with a vendor whose owner
26 pled guilty to a felony. (Ex. 9, Deposition of Rowen Seibel, Vol. II, at 469:15-470:3.)

27 ///

28 ///

F. The Prenuptial Agreement.

In March 2016, Seibel entered into a written Prenuptial Agreement with Bryn. (Ex. 58, Deposition of Bryn Dorfman, at 105:18-22 (testifying that she [REDACTED] [REDACTED].) Caesars asserts that the Prenuptial Agreement allowed Seibel to end-run the Trust. Contrary to Caesars' misleading characterization, the Prenuptial Agreement was a legitimate document that addressed, *inter alia*, what would happen in the event of a divorce.¹² (*See also* Ex. 40, 30(b)(6) Deposition of FERG, LLC, Rowen Seibel, at 197:21-24 (denying that he intended to defraud Caesars through the Prenuptial Agreement).)

Caesars focuses on Article II, Section 3, subpart (d), and Article III, subpart (6) of the Prenuptial Agreement as evidence of Seibel's purported scheme to commit fraud. (Mot. at 7:12-8:3.) The first part of the Prenuptial Agreement addressed by Caesars in its Motion made clear that

[REDACTED] (Ex. 8 to the Mot., Prenuptial Agreement, Art. II(3)(d)(i).) In other words, these provisions [REDACTED]

[REDACTED] (*Id.* at Art. II(3)(d)(ii).) ***These provisions did not, as recently confirmed by Caesars' gaming expert (who is a Nevada-licensed lawyer), cause Seibel to secretly retain an ownership interest in the Development Entities***—title to the Development Entities was lawfully transferred to and remains with the Trust. (*Compare* Mot. at 16:13-14, *with* Ex. 59, Deposition of Scott Scherer, at 115:12-116:3 (testifying that the [REDACTED]

[REDACTED]), 219:18-19 ([REDACTED]); *see also* Ex. 57, 30(b)(6)

¹² Caesars further asserts that the Prenuptial Agreement somehow positioned Seibel to remain involved with the Development Entities. (Mot. at 11:24-28.) Nonsense. Bryn did not acquire managerial authority over the Development Entities through the Prenuptial Agreement; such power was and remains vested in Green, who is the Manager of the Development Entities. (*See, e.g.*, Ex. 38, 30(b)(6) Deposition of FERG 16, LLC, Craig Green, at 27:4-12.)

Deposition of The Seibel Family 2016 Trust, Vol. II, Brian Ziegler, Esq., at 15:2-13 (testifying that the Trust owns the Development Entities).)

The second part of the Prenuptial Agreement addressed by Caesars in its Motion identifies

[REDACTED]. (Ex. 8 to the Mot.,

Prenuptial Agreement, Art. II(3)(d)(iii).) As discussed below, this provision did nothing to change

how Caesars viewed the Trust in 2016.¹³ *Caesars already knew—as confirmed during the recent*

deposition of Susan Carletta (Caesars’ Compliance Officer who made the determination in

August 2016 that Seibel was unsuitable)—that Seibel could still benefit from the income stream

flowing from the Restaurants due to his marriage to Bryn (and close relationship with his

grandmother), and that fact was enough (according to Caesars) to belatedly cause Caesars to

*reject the Trust as an acceptable assignee of Seibel’s interests in the Development Entities.*¹⁴ (Ex.

60, Deposition of Susan Carletta, at 225:19-24 (confirming that [REDACTED]

[REDACTED]), 230:3-23 (confirming that [REDACTED]

[REDACTED]).) To that end, on September 12, 2016, Caesars’ counsel sent a letter to

Ziegler [REDACTED]

[REDACTED]¹⁵ (Ex. 61, Sept. 7, 2016 Letter; Ex. 62, Sept. 12, 2016, Letter.)

¹³ In reality, the Prenuptial Agreement is [REDACTED]

[REDACTED] While Caesars cites certain provisions to support its argument, another provision states

(See Ex. 8 to Mot., Prenuptial Agreement, Art. II(3) (stating that [REDACTED]

¹⁴ Like the other change mentioned above concerning the BIF, Caesars modified its BIF after terminating the Development Agreements in order to [REDACTED]

[REDACTED] (Compare Ex. 42, Business Information Form, Revised Dec. 2010, with Ex. 45, Business Information Form, Revised Nov. 1, 2016.)

¹⁵ Caesars’ expert has testified that [REDACTED]

[REDACTED] (Ex. 59, Deposition of Scott Scherer, at 117:4-18 [REDACTED]

1 Nevertheless, Seibel and Bryn did not act in accordance with the Prenuptial Agreement. (Ex.
2 10, Deposition of Rowen Seibel, Vol. III, at 697:3 - 698:19 (testifying that he and Bryn [REDACTED]
3 [REDACTED]); Ex. 58, Deposition of Bryn Dorfman, at 33:2-9
4 (testifying that she does not consider herself to be bound by the Prenuptial Agreement).) Most
5 notably, funds that Bryn received from the Trust [REDACTED]
6 [REDACTED]
7 [REDACTED]—an inconvenient and undisputed fact omitted by Caesars from its Motion.
8 (Ex. 40, 30(b)(6) Deposition of FERG, LLC, Rowen Seibel, at 197:7-24; Ex. 58, Deposition of Bryn
9 Dorfman, at 77:1-14, 78:21-23; *see also* Ex. 63, Various Bank Statements of Bryn Dorfman.)
10 Indeed, Seibel and Bryn [REDACTED] (Ex. 58, Deposition of Bryn Dorfman,
11 at 79:10-22.) Actions speak louder than words: If Seibel truly intended to secure funds from the
12 Development Entities through Bryn without notice to Caesars, Bryn would have promptly
13 transferred the money that she received from the Trust to Seibel. She did not do so because,
14 consistent with the parties' testimony, they orally nullified the Prenuptial Agreement.¹⁶ *See also*
15 *infra*, Section III(B)(2).

16 **G. Caesars Declares Seibel Unsuitable.**

17 Caesars learned of Seibel's conviction on August 20, 2016. Within a day, Jenkin directed
18 Caesars' in-house counsel (Amie Sabo, Esq.) to [REDACTED]
19 [REDACTED] with the Development Entities. (Ex. 64, Aug. 21, 2016, Email.)
20 *Jenkin also immediately began discussing new projects with Ramsay.* (Ex. 53, Aug. 22, 2016,
21 Email.) Sabo has since testified that [REDACTED]
22 [REDACTED] (Ex. 12, Deposition of Amie
23 Sabo, Vol. II, at 126:17-127:13.) In other words, the moment that Caesars had been hoping for had
24 arrived and Caesars was ready to pounce (rather than work in good faith with the Development
25

26 _____
27 ¹⁶ Caesars asserts that Seibel's answer to a request for production of documents negates his and his wife's testimony that
28 they orally nullified the Prenuptial Agreement. (*See* Mot. at 10:16 - 11:9.) Hardly. As there is no written nullification
of the Prenuptial Agreement, there is nothing to produce in response to Caesars' Rule 34 request other than the initial
Prenuptial Agreement.

1 Entities to allow them to dissociate from Seibel to Caesars' satisfaction while remaining under
2 contract with Caesars and continuing to participate in the net profits of the Restaurants).

3 Caesars immediately informed the Nevada Gaming Control Board that [REDACTED]

4 [REDACTED] (Ex. 52, 30(b)(6))

5 Deposition of the Caesars Compliance Committee, Susan Carletta, at 54:22-55:14; Ex. 60,
6 Deposition of Susan Carletta, at 228:4-12). However, Caesars never had any intention of working
7 with the Development Entities to ensure that they could remain in business with Caesars, separate
8 and apart from Seibel, despite the express cure provisions contained in the Development Agreements
9 and representations by Caesars' Compliance Officer (Carletta) to Missouri regulators that [REDACTED]

10 [REDACTED]
11 [REDACTED] (Ex. 65, Sept. 2, 2016, Email; *see also* Ex. 66, Initial Expert Report of
12 Randy Sayre, at 20-21, 30-31.) Instead, with exception for the DNT and GRB Agreements, Caesars
13 immediately terminated the Development Agreements on the basis that Seibel was unsuitable—
14 without giving the Development Entities a reasonable opportunity to cure their alleged improper
15 affiliation with Seibel.¹⁷ (Ex. 68, Sept. 2, 2016, Termination Letters.) *Caesars' actions were in*
16 *violation to its regulatory and contractual obligations as a Nevada gaming licensee.*¹⁸ (Ex. 65,
17 Initial Expert Report of Randy Sayre, at 25-26, 47-48; Ex. 66, Rebuttal Expert Report of Randy
18 Sayre, at 2-3, 6-8.)

19 Ziegler, as counsel for the Development Entities, immediately attempted to provide Caesars
20 with any information it may have needed to evaluate the assignment of Seibel's interests in the
21 Development Entities to the Trust in light of Seibel's conviction. (Ex. 2 to the Mot., Letter from
22 Brian Ziegler to Mark Clayton.) Zeigler also offered to work toward a different arrangement
23 involving a sale or transfer of Seibel's interests to a disinterested third party who would be

24 ¹⁷ On paper, Caesars gave DNT and GR Burgr an opportunity to cure (only because DNT and GR Burgr were not solely
25 owned, directly or indirectly, by Seibel). However, such opportunity was futile; as discussed below, Caesars did not
26 work with Seibel's counsel to achieve a solution that allowed the Development Entities to dissociate from Seibel to
27 Caesars' satisfaction while remaining under contract with Caesars. Caesars subsequently terminated the DNT and GRB
28 Agreements. (Ex. 69, Termination Letters for DNT and GRB.)

¹⁸ Contrary to Caesars' argument, its gaming licenses were not in jeopardy based upon Mr. Seibel's wholly unrelated
felony conviction. (Ex. 66, Initial Expert Report of Randy Sayre, at 34, 39-40; Ex. 67, Rebuttal Expert Report of Randy
Sayre, at 12.)

1 acceptable to Caesars. (Ex. 70, Sept. 20, 2016, Email.) Zeigler reached out to Caesars' counsel on
2 numerous occasions to try to address Caesars' concerns, *without so much as a returned email or*
3 *phone call from Caesars*. (See Ex. 71, Redacted Email Chain between Mark Clayton, Amie Sabo,
4 and Susan Carletta; see also Ex. 12, Deposition of Amie Sabo, Vol. II, at 96:17-24.)

5 Relevant here, any questions that Caesars had about the Trust could have—and would
6 have—been answered by Zeigler, who Sabo has admitted was generally responsive to her inquiries.
7 (Ex. 12, Deposition of Amie Sabo, Vol. II, at 89:2-90:8, 96:5-12.) But Caesars had no interest in
8 asking those questions or finding out the answers; Caesars was set to terminate the Development
9 Agreements regardless of the fact that the Development Entities could continue to exist and remain
10 in business with Caesars separate and apart from Seibel. (Ex. 66, Initial Expert Report of Randy
11 Sayre, at 35, 42-43, 47.) *That Caesars now wants to assert that Seibel was intending to defraud it,*
12 *after Caesars chose not to ask a single question related to the Trust, is disingenuous at best and*
13 *reflects an obvious attempt by Caesars to rewrite history.*

14 Since terminating the Development Agreements, Caesars has continued to operate (and profit
15 from) the Restaurants.¹⁹ The Development Entities are entitled to receive license fees and/or a
16 portion of the net profits from the Restaurants since they remain in operation (with exception for
17 Serendipity 3). The amount at stake is significant, (see generally Ex 3., Expert Report of Harold
18 Deiters, at Ex. 9 (updated through Oct. 2020)), which is why Caesars is fighting to portray itself as
19 the victim. In the interim, Caesars is pocketing [REDACTED] that rightfully belong to
20 the Development Entities.²⁰ (Ex. 66, Initial Expert Report of Randy Sayre, at 26, 34-35; Ex. 67,
21 Rebuttal Expert Report of Randy Sayre, at 6-7.) Caesars' steadfast refusal to honor its contractual
22 obligations is the reason why the parties find themselves in the positions that they are in today.

23
24 ¹⁹ Despite terminating the Development Agreements, Caesars did not terminate the related licensing agreements that it
had with Ramsay for the Restaurants. (Ex. 12, Deposition of Amie Sabo, Vol. II, at 135:20-25.)

25 ²⁰ It is patently false for Caesars to suggest that it is unable to pay the Development Entities without jeopardizing its
26 gaming licenses. (Ex. 66, Initial Expert Report of Randy Sayre, at 40-41.) By way of comparison, in the context of a
27 shareholder who is found to be unsuitable, Caesars has a process in place for redeeming the unsuitable shareholder's
28 shares of Caesars common stock at fair value, which may include signing a promissory note that allows Caesars to make
payments to the unsuitable shareholder over time. (Ex. 72, Second Amended & Restated Certificate of Inc. of Caesars
Entertainment Corp., at Section 5.4(a).) The redemption process does not involve taking the shares for no consideration,
which is exactly what Caesars did with the Development Entities' interests in the Development Agreements.

III. LEGAL ARGUMENT

A. Legal Standard

1. The Attorney-Client Privilege

In general, communications between a client and his or her lawyer are considered privileged and protected from disclosure to third parties. NRS 49.095. This privilege “is the oldest and arguably most fundamental of the common law privileges recognized under [the rules of evidence].” *UMG Recording, Inc. v. Bertelsmann AG (In re Napster Copyright Litig.)*, 479 F.3d 1078, 1090 (9th Cir. 2007). The attorney-client privilege promotes full disclosure by a client to his or her attorney by “promising that communications revealed...will be held in strict confidence.” *United States v. Hodge & Zweig*, 548 F.2d 1347, 1355 (9th Cir. 1977). In exchange, the attorney can ensure “that the advice given is sound... [and] can give all appropriate protection to the client’s interest...so that proper defenses are raised if litigation results.” *Id.*

In Caesars’ Motion, it conflates the burden of asserting the attorney-client privilege to a particular document with the burden of proving an exception to an otherwise privileged communication between an attorney and his or her client. (*See* Mot. at 13:21-14:5 (asserting that the burden rests on the party asserting the privilege to prove it exists and that whether the privilege applies should be construed narrowly).) Seibel, Green, and the Development Entities have met their burden to show that the communications sought by Caesars through its Motion are privileged communications pursuant to NRS 49.095 (e.g., Caesars does not argue that their privilege log is deficient).²¹ The burden thus falls upon Caesars to show that the crime-fraud exception applies – an exception that should be construed narrowly.

2. **Caesars Must Show, By a Preponderance of the Evidence, That The Crime-Fraud Exception Applies to Seibel’s Communications with His Counsel Related to the Trust and Prenuptial Agreement.**

An exception to the attorney-client privilege arises “if the services of the lawyer were sought or obtained to enable or aid anyone to commit or plan to commit what the client knew or reasonably

²¹ For example, Caesars is not disputing that the subject communications are between a lawyer and his client or that the communications contain legal advice. Hence, Seibel, Green, and the Development Entities have met their burden with the identification of such communications on a detailed privilege log. NRCP 26(b)(5)(A); *Dole v. Milonas*, 889 F.2d 885, 890 (9th Cir. 1989) (holding that a privilege log is sufficient to properly assert the attorney-client privilege).

1 should have known to be a crime or fraud.” NRS 49.115(1); *see also Sloan v. State Bar*, 102 Nev.
2 436, 442, 726 P.2d 330, 334 (1986). Because the privilege is so fundamentally important to the
3 judicial system, “*where attorney-client privilege is concerned, hard cases should be resolved in*
4 *favor of the privilege*, not in favor of disclosure [because] an uncertain privilege, or one which
5 purports to be certain but results in widely varying applications by the courts, is little better than no
6 privilege at all.” *United States v. Mett*, 178 F.3d 1058, 1065 (9th Cir. 1999) (internal quotation
7 marks omitted) (emphasis added).

8 The Nevada Supreme Court has not published an opinion guiding when and how the crime-
9 fraud exception applies to otherwise privileged communications. The Ninth Circuit has examined
10 the issue, including adopting a standard of proof required for a party seeking to establish the crime-
11 fraud exception, and determined that the moving party must show that the exception applies by a
12 preponderance of the evidence. *See UMG Recording, Inc.*, 479 F.3d at 1094-95 (noting that a
13 “preponderance of the evidence” standard is not inconsistent with other authority requiring a party
14 seeking to invade the privilege to make a prima facie case that the crime-fraud exception exists).

15 The first step of the analysis requires proof that the party claiming the privilege was engaging
16 in or planning to commit a crime or fraud at the time it sought the advice of counsel. *Id.* at 1090.
17 If—and only if—the party seeking to invade the privilege is able to show, by a preponderance of the
18 evidence, that the lawyer’s services were sought or obtained to enable what the client knew to be a
19 crime or fraud, *then* the analysis proceeds to the second step. In that instance, the party seeking to
20 invade the privilege must also show, by a preponderance of the evidence, that “the attorney-client
21 communications for which production is sought are ‘sufficiently related to’ and were made ‘*in*
22 *furtherance of* [the] intended, or present, continuing illegality.” *Id.* (emphasis in original).

23 Here, because Caesars asserts that the so-called “interplay” between the Trust and the
24 Prenuptial Agreement show the alleged fraudulent scheme undertaken by Seibel, (*see* Mot. at 6:14-
25 18, 8:4-5, 12:9-12), and because Caesars is asking for attorney-client privileged communications
26 related to both the Trust and the Prenuptial Agreement, (*see id.* at 12:5-8, 16:20-23), Caesars must
27 show that both the Trust and the Prenuptial Agreement were created in furtherance of a fraud and for
28 no legitimate purpose (as opposed to one or the other being created for a legitimate purpose, but not

both). If Caesars meets that burden (which it has not and cannot), then Caesars must also show that Seibel used his attorneys in furtherance of his fraudulent scheme. If Caesars gets past both steps of the analysis, this Court will “examine the individual documents themselves to determine that the specific attorney-client communications for which production is sought are ‘sufficiently related to’ and were made ‘in furtherance of the intended, or present, continuing illegality.’” *United States v. Doe (In re Grand Jury Investigation)*, 810 F.3d 1110, 1114 (9th Cir. 2016) (quoting *In re Napster*, 479 F.3d at 1090). This is because only communications that were purportedly in furtherance of the fraud are subject to discovery. *See id.*

In sum, the burden is on Caesars to meet each step of the crime-fraud analysis by a preponderance of the evidence—not on Seibel, Green, or the Development Entities to disprove that a fraud was being attempted through counsel. *Importantly, it has long been recognized that a “mere charge of illegality, not supported by any evidence” is not enough to compel disclosure of privileged documents.* *Clark v. United States*, 289 U.S. 1, 15 (1933) (emphasis added). Further, it must be stated that the decision should be guided by fact, not emotion, notwithstanding the excessive amount of hyperbole and rhetoric that plagues Caesars’ Motion. *See Canterino*, 117 Nev. at 32, 16 P.3d at 423 (“The added hyperbole that the Mirage is ‘cold’ was simply an attempt to prejudice the jury against the Mirage not on the basis of facts, but through inflamed emotion.”).

B. Caesars Cannot Meet its Burden to Show That the Trust and the Prenuptial Agreement Were Formed to Perpetuate a Fraud or that Seibel Used His Attorneys to Perpetuate a Fraud.

In support of its Motion, Caesars contends that “Seibel devised a scheme to make it appear to Caesars that he was no longer associated [with the Development Entities], while secretly retaining ownership of th[os]e entities and continuing to reap the benefits of the same.” (Mot. at 16:12-15.) Further, Caesars contends that “while [Seibel’s] attorney told Caesars that an unsuitable person could never be a beneficiary of the [Trust], that very same attorney knew that the prenuptial agreement [REDACTED] [REDACTED]” (*Id.* at 16:15-18.) Both contentions are derailed when looking at the evidence that has been produced in this case, including *the Trust itself that Caesars conveniently omitted from its Motion*, showing Seibel’s legitimate intention to

1 disassociate from the Development Entities so that Caesars would not remain under contract
2 (directly or indirectly) with someone who it believed (right or wrong) to be unsuitable.

3 **1. Seibel Did Not End-Run the Trust; Caesars Rejected the Trust on the**
4 **Basis that Seibel Remained Affiliated with the Trust.**

5 The evidence shows that although Seibel initially contemplated monetary distributions that
6 Bryn received from the Trust being earmarked for living expenses for *both* of them, ***he did not***
7 ***retain an ownership interest in the Development Entities; nor did Bryn transfer distributions that***
8 ***she received from the Trust to Seibel.*** There are two distinct “interests” that Caesars conflates to
9 force a conclusion of crime-fraud where none exists. On the one hand, there is the interest in the
10 Development Entities that Seibel irrevocably assigned to the Trust. That interest entails ownership,
11 including the right to receive distributions made by those entities. Distinct and apart from that
12 interest, there is an interest in income that Bryn receives from the Trust—regardless of where the
13 Trust derives that income.

14 Regarding the first type of interest, Caesars’ gaming expert—a Nevada-licensed attorney—
15 has acknowledged that any legal interest in the Development Entities lies with the Trustees of the
16 Trust, not Seibel, and that the language in the Prenuptial Agreement does not change that fact. (Ex.
17 59, Deposition of Scott Scherer, at 115:12-116:3 (testifying that the [REDACTED]
18 [REDACTED]), 219:18-19 [REDACTED]
19 [REDACTED]; see also Ex. 57, 30(b)(6) Deposition of The Seibel
20 Family 2016 Trust, Vol. II, Brian Ziegler, Esq., at 15:2-13 (testifying that the Trust owns the
21 Development Entities).) ***This is evident when looking at the plain language of the assignments,***
22 ***the Trust, and the Prenuptial Agreement.*** (Ex. 47, The Seibel 2016 Family Trust; Exs. 48-49,
23 MOTI & LLTQ Assignment Letters; see also Exs. 6-7 to the Mot., FERG & TPOV Assignment
24 Letters; Ex. 8 to the Mot., Prenuptial Agreement.)

25 Furthermore, the Trust contains an entire Article related to the restricted ownership of its
26 interests in the Development Entities. (Ex. 47, The Seibel 2016 Family Trust, at 45-46.) It contains
27 mandatory language that [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED] (*Id.* at 45.) *Nothing about the Prenuptial*
4 *Agreement alters the terms of the Trust in any respect.* (See also Ex. 57, 30(b)(6) Deposition of the
5 Seibel Family 2016 Trust, Brian Ziegler, Esq., Vol. II, at 75:11-76:2 (testifying that the Trustees are
6 guided by the Trust), 67:22-25 (testifying that the Prenuptial Agreement does not guide the
7 Trustees).). As noted above, that the Prenuptial Agreement says [REDACTED]
8 [REDACTED] only means
9 that Bryn could not claim any interest in the Development Entities in the event of a divorce as a form
10 of marital property. Indeed, the Prenuptial Agreement could not alter the Trust's ownership of the
11 Development Entities as Seibel's assignment was irrevocable.

12 Stated simply, after the irrevocable assignment of his interests in the Development Entities to
13 the Trust, Seibel did not secretly retain an ownership interest in the Development Entities, whether
14 through the Prenuptial Agreement or otherwise. Thus, neither the Prenuptial Agreement nor the
15 Trust caused Seibel to "secretly retain[] ownership of the entities" as Caesars incorrectly contends.²²

16 Regarding the second type of interest, it was no secret that Seibel could benefit from income
17 received by the Trust from the Development Entities. Seibel told Caesars that his wife was named as
18 a beneficiary of the Trust. (Exs. 48-49, MOTI and LLTQ Assignment Letters; *see also* Exs. 6-7 to
19 the Mot., FERG and TPOV Assignment Letters.) Armed with that information, Caesars knew, as
20 confirmed by Carletta's testimony, that Seibel would benefit from income that his wife derived from
21 the Development Entities by virtue of their marriage and cohabitation. (Ex. 60, Deposition of Susan
22 Carletta, at 225:19-24 (testifying that it would have been a concern that [REDACTED]

23 [REDACTED]
24 [REDACTED], 230:3-23 (confirming that Caesars felt that [REDACTED]
25 [REDACTED]
26 [REDACTED]

27 ²² Further, including a provision in the Prenuptial Agreement that [REDACTED]
28 [REDACTED] does not equate to Seibel retaining an ownership interest in those entities, since the
provision does nothing more than [REDACTED]
[REDACTED]

1 [REDACTED].) Thus, this interest cannot serve as evidence that Seibel somehow intended to defraud
2 Caesars because the Prenuptial Agreement did not tell Caesars anything that it did not already know.

3 As a married couple living together, Caesars was concerned that Seibel would still benefit
4 from income that Bryn received from the Trust. This was why Caesars rejected the Trust as a
5 suitable assignee of Seibel's interests in the Development Entities.²³ (Ex. 52, 30(b)(6) Deposition of
6 the Compliance Committee, Susan Carletta, at 56:10-15; Ex. 60, Deposition of Susan Carletta, at
7 225:19-24, 230:3-23; *see also* Ex. 62, Sept. 12, 2016, Letter (rejecting the Trust arrangement
8 because [REDACTED].)

9 Specifically, Caesars' Compliance Officer determined that the Trust was not acceptable [REDACTED]
10 [REDACTED] (Ex. 52, 30(b)(6)
11 Deposition of the Compliance Committee, Susan Carletta, at 56:10-15.) Caesars' counsel then
12 advised Seibel's counsel that Caesars had rejected the Trust due to his relationship with its Trustees
13 and Beneficiaries. (Ex. 62, Sept. 12, 2016, Letter.) The evidence shows that Seibel simply did not
14 use his attorneys to try to pull the proverbial wool over Caesars' eyes related to what would happen
15 with the income received by the Trust from the Development Entities. His lawyer repeatedly offered
16 to provide additional information to Caesars, (*see, e.g.*, Ex. 61, Sept. 7, 2016 Letter; Ex. 70, Sept. 20,
17 2016, Email); Caesars simply had no interest in working with Seibel, (*see* Ex. 71, Sept. 20, 2016,
18 Email; *see also* Ex. 12, Deposition of Amie Sabo, Vol. II, at 96:17-24 (testifying that she declined to
19 speak with Ziegler after learning of Seibel's conviction)).

20 Caesars also asserts that the representation that Netty Wachtel Slushny and Bryn Dorfman
21 were the sole beneficiaries of the Trust was false as a basis to invoke the crime-fraud exception.
22 (Mot. at 7:6-13.) Yet, the Trust itself—which, again, Caesars inexplicably failed to attach to its
23 Motion despite the fact that it carries the evidentiary burden here—shows that this representation
24 was true. (*See* Ex. 47, Seibel Family 2016 Trust.) Caesars' contention that Seibel is somehow a
25 secret indirect beneficiary of the Trust is made up out of whole cloth. (Ex. 57, 30(b)(6) Deposition
26 of The Seibel Family 2016 Trust, Vol. II, Brian Ziegler, Esq., at 112:3-113:7 (testifying that [REDACTED])

27 _____
28 ²³ Even though the Development Entities believe that the Trust contained sufficient protections to address Caesars' suitability concerns, the propriety of the Trust as a suitable assignee of Seibel's is not at issue in Caesars' Motion.

1 [REDACTED]
2 [REDACTED].)

3 In fact, shortly after Caesars terminated the Development Agreements, it materially changed
4 its disclosure form (the BIF) to specifically [REDACTED]

5 [REDACTED] (*Compare*
6 Ex. 42, Business Information Form, Revised Dec. 2010, *with* Ex. 45, Business Information Form,
7 Revised Nov. 1, 2016, at Question 5(a) [REDACTED]
8 [REDACTED].) Undeniably, Caesars did this because it recognized that an
9 interest in a business is *different* than an interest in income derived, at some level, from that
10 business. That Caesars made this change back in 2016 is further evidence that Seibel never hid the
11 fact that he would benefit from Bryn's income stream from the Trust by virtue of their marriage.

12 Caesars also asserts that entries on Seibel, Green, and the Development Entities' privilege
13 log saying that Seibel's communications with his counsel related to the Trust and the Prenuptial
14 Agreement are protected by the work product doctrine somehow proves that Seibel intended to
15 defraud it. (Mot. at 17:2-9.) That is absurd; the parties were in litigation (Caesars' bankruptcy) at
16 the time and, regardless, the privilege log also separately states that the communications were
17 withheld on the basis of the attorney-client privilege. (Ex. 10 to the Mot.)

18 In sum, Caesars cannot meet its burden to show that Seibel engaged in a fraud and used his
19 attorneys to perpetuate a fraud. He formed the Trust for legitimate purposes and entered into the
20 Prenuptial Agreement in good faith with his wife (even though they did not act in furtherance of it
21 and subsequently nullified it). Seibel disclosed to Caesars that his wife and grandmother would
22 benefit from the Restaurants as a Beneficiaries of the Trust and, according to Caesars, that fact was
23 sufficient to cause Caesars to reject the Trust as a valid assignee of Seibel's interests in the
24 Development Entities. Caesars offers no evidence with its Motion suggesting that it was oblivious to
25 Seibel's relationships with the Trustees and Beneficiaries of the Trust because the facts are
26 otherwise. Caesars should not be allowed to rewrite what happened between these parties in 2016 in
27 hopes of unfairly securing access to privileged communications between Seibel and his counsel.

28 ///

2. **Seibel and His Wife Nullified the Prenuptial Agreement; and With That Nullification, Caesars' Argument Fails.**

The Prenuptial Agreement that Caesars focuses on was, in fact, nullified under New York law consistent with Seibel's testimony. In general, a contract containing a proscription against oral modification cannot be changed by an executory agreement unless such executory agreement is in writing and signed by the party against whom enforcement is sought. NY Gen. Oblig. § 15-301. That being said, an oral modification is enforceable if there is part performance that is unequivocally referable to the parties' oral modification. *Gower v. Gower*, 659 N.Y.S.2d 292, 293 (N.Y. App. Div. 2nd Dept. 1997). "This standard means that the action taken must be 'unintelligible or at least extraordinary, explainable only with reference to the oral agreement.'" *Merrill Lynch Interfunding v. Argenti*, 155 F.3d 113, 122 (2d Cir. 1998) (quoting *Anostario v. Vicinanza*, 463 N.Y.S.2d 409, 410 (N.Y. 1983)).

Here, Seibel and Bryn nullified (through their actions) the Prenuptial Agreement, including the provision [REDACTED]. Specifically, [REDACTED] (Ex. 58, Deposition of Bryn Dorfman, at 79:10-22.) Furthermore, while Caesars made several payments to the Development Entities, which, in turn, were distributed to the Trust, those payments were never deposited into a joint account. (See Ex. 63, Various Bank Statements of Bryn Dorfman.) The consistent treatment of distributions from the Trust by Bryn as money owing and belonging to her, not Seibel, corroborates Seibel's testimony that the Prenuptial Agreement was nullified.²⁵ Simply stated, despite entering into it, Seibel and Bryn never abided by the Prenuptial Agreement. (Ex. 10, Deposition of Rowen Seibel, Vol. III, at 697:3 - 698:19 (testifying that he and Bryn [REDACTED]); Ex. 58, Deposition of Bryn Dorfman, at 33:2-9 (testifying that she does not consider herself to be bound by the Prenuptial Agreement).)

²⁴ Indeed, because the nullification took place by part performance, as opposed to a written agreement, no written amendments or modifications exist to produce in discovery. The lack of a written nullification does not mean that the Prenuptial Agreement remains in force and effect, as Caesars would prefer. (See Mot. at 10:16-11:8.)

²⁵ Caesars' characterization of Seibel's testimony as "lies" is typical of its approach throughout this case: Denigrating Seibel at every conceivable opportunity. (Mot. at 10:15, 11:8-10.)

1 This nullification is detrimental to Caesars' Motion because Caesars' argument rests on a
2 provision that is of no force or effect. Seibel never intended to defraud Caesars and his actions
3 prove that no steps were taken to try to defraud Caesars. Seibel used his attorneys for legitimate
4 purposes: disassociating from the Development Entities and preparing for a marriage. *This Motion*
5 *is the latest attempt by Caesars to cast Seibel in a negative light in order to deflect attention away*
6 *from the simple and undeniable fact that Caesars has [REDACTED] from the*
7 *Development Entities after realizing huge gains ([REDACTED]*
8 *[REDACTED]) upon opening numerous successful Restaurants that were conceptualized by Seibel.*

9 For these reasons, this Court should reject Caesars' misguided argument that the Trust and
10 the Prenuptial Agreement were designed to permit Seibel to defraud Caesars.

11 IV. CONCLUSION

12 Neither the Trust nor the Prenuptial Agreement gave Seibel any sort of interest in the
13 Development Entities (or rights in the Development Agreements). That the income that Bryn
14 would receive from the Development Entities as a beneficiary of the Trust would benefit Seibel is
15 not something that was hidden from Caesars—Caesars rejected the assignment of Seibel's interests
16 in the Development Entities to the Trust for that very reason. There is no evidence suggesting, let
17 alone proving that Seibel was trying to hide the relationship that he had with the Trustees or the
18 Beneficiaries of the Trust. His lawyer offered to discuss the Trust with Caesars, but Caesars was
19 not interested in speaking to him; Caesars was ready to terminate the Development Agreements to
20 substantially increase its bottom line with regard to the Restaurants.

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Caesars cannot (and does not) meet its evidentiary burden in showing that Seibel (i) sought to perpetrate a fraud and (ii) used his attorneys to perpetuate a fraud. Accordingly, this Court should deny Caesars' Motion in its entirety.

DATED this 22nd day of January, 2021.

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

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DENNIS L. KENNEDY

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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 22nd day of January, 2021, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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Acquisition, LLC*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware limited
liability company,

Plaintiff,

vs.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

And

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

Case No. A-17-751759-B
Dept. No. XVI

Consolidated with A-17-760537-B

**APPENDIX OF EXHIBITS TO ROWEN
SEIBEL, CRAIG GREEN, AND THE
DEVELOPMENT ENTITIES' OPPOSITION
TO CAESARS' MOTION TO COMPEL
DOCUMENTS WITHHELD ON THE BASIS
OF ATTORNEY-CLIENT PRIVILEGE
PURSUANT TO THE CRIME-FRAUD
EXCEPTION**

VOLUME 1 OF 6

Pursuant to EDCR 2.27(b), Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”) (collectively, the “Development Entities”), Rowen Seibel (“Seibel”) and Craig Green (“Green”), file this Appendix of Exhibits, Volume 1 of 6, to their Opposition to Caesars’ Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception.

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3	Expert Report of Harold Deiters - FILED UNDER SEAL	004-224
4	Analysis of Baselines of Prior Restaurants vs. New Restaurants - FILED UNDER SEAL	225

DATED this 22nd day of January, 2021.

BAILEY ❖ KENNEDY

By: /s/ Joshua P. Gilmore

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DENNIS L. KENNEDY

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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 22nd day of January, 2021, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S.

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EXHIBIT 1

EXHIBIT 1

DECLARATION OF JOSHUA P. GILMORE

I, Joshua P. Gilmore, declare as follows:

1. I am a partner at Bailey ♦ Kennedy, counsel of record for the Development Entities,¹ Rowen Seibel (“Seibel”), and Craig Green (“Green”) in the matter entitled *Seibel v. PHWLTV, LLC, et al.*, Case No. A751759, as consolidated with Case No. A760537, pending in the Eighth Judicial District Court, Clark County, Nevada.

2. I make this Declaration in support of Seibel, Green, and the Development Entities’ Opposition to Caesars’ Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception (the “Opposition”).

3. I am competent to testify to the facts stated herein, which are based on personal knowledge unless otherwise indicated, and would do so if requested.

4. I have reviewed financial records, including profit and loss statements, initially created by Caesars² that were produced in discovery for Gordon Ramsay Steak at Paris; Gordon Ramsay Pub & Grill at Caesars Palace; BurGR (n/k/a Gordon Ramsay Burger); the Old Homestead Steakhouse at Caesars Palace; Serendipity 3 at Caesars Palace; Gordon Ramsay Pub & Grill at Caesars Atlantic City; Gordon Ramsay Fish & Chips at the LINQ; and Gordon Ramsay Steak at the Horseshoe Baltimore (collectively, the “Restaurants”). Specifically, I have reviewed documents Bates numbered RS-00000959; RS-00004053; RS-00079347; RS-00122848; RS-00193027; RS-00193028; RS-00193029; RS-00193030; RS-00193031; RS-00193032; RS-00193033; RS-00193034; RS-00193035; RS-00193036; RS-00193037; RS-00193038; RS-00193039; RS-00193040; RS-00193041; RS-00193042; TPOV00000254; TPOV00000255; TPOV00000256; TPOV00000257; TPOV-00019012; TPOV00000254; TPOV00000255; TPOV00000256; PARIS012869; CAESARS012930-34; CAESARS032883; CAESARS084174; and CAESARS089064. I have also reviewed financial spreadsheets that were attached as exhibits to the

¹ “Development Entities” refers to Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”).

² “Caesars” refers to PHWLTV, LLC (“Planet Hollywood”), Desert Palace, Inc. (“Caesars Palace”), Paris Las Vegas Operating Company, LLC (“Paris”), and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (“CAC”).

1 initial expert report produced in discovery by Seibel, Green, and the Development Entities from
2 Empire Valuation Consultants, which capture a lot of the same financial information contained in
3 the underlying financial records. These financial records and spreadsheets identify gross revenue as
4 reported for the Restaurants by Caesars on monthly and annual bases.

5 5. Attached to the Opposition as Exhibit 2 is a true and correct copy of a spreadsheet
6 depicting annual gross revenue for the Restaurants from April 2009 through October 2020, which I
7 prepared by obtaining the gross revenue figures for the Restaurants from the financial records and
8 spreadsheets that I reviewed as noted above.

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed on January 22, 2021.

11 /s/ Joshua P. Gilmore
12 Joshua P. Gilmore
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EXHIBIT 2

EXHIBIT 2

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 3


EXHIBIT 3

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 4

EXHIBIT 4

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**



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LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC;
TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green;
and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT
Acquisition, LLC*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware limited
liability company,

Plaintiff,

vs.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

And

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

Case No. A-17-751759-B
Dept. No. XVI

Consolidated with A-17-760537-B

**APPENDIX OF EXHIBITS TO ROWEN
SEIBEL, CRAIG GREEN, AND THE
DEVELOPMENT ENTITIES' OPPOSITION
TO CAESARS' MOTION TO COMPEL
DOCUMENTS WITHHELD ON THE BASIS
OF ATTORNEY-CLIENT PRIVILEGE
PURSUANT TO THE CRIME-FRAUD
EXCEPTION**

VOLUME 3-2 OF 6

Pursuant to EDCR 2.27(b), Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”) (collectively, the “Development Entities”), Rowen Seibel (“Seibel”) and Craig Green (“Green”), file this Appendix of Exhibits, Volume 3-2 of 6, to their Opposition to Caesars’ Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception.

TABLE OF CONTENTS

VOLUME 3-2 OF 6

Exhibit No.	Document Description	Number Sequence
20	Development and Operation Agreement Between LLTQ Enterprises, LLC and Desert Palace, Inc. effective as of April 4, 2012 – FILED UNDER SEAL	575-609
21	Limited Liability Company Agreement of GR Burgr, LLC	610-655
22	Development, Operation and License Agreement among Gordon Ramsay, GR Burgr, LLC and PHW Manager, LLC on Behalf of PHW Las Vegas, LLV dba Planet Hollywood effective as of December 13, 2012 – FILED UNDER SEAL	656-699
23	February 11, 2013, Email – FILED UNDER SEAL	700
24	December 18, 2013, Email	701

DATED this 22nd day of January, 2021.

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

PAUL C. WILLIAMS

STEPHANIE J. GLANTZ

Attorneys for Rowen Seibel; Moti Partners, LLC; Moti Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green; and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT Acquisition, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 22nd day of January, 2021, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S.

Mail, first class postage prepaid, and addressed to the following at their last known address:

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Las Vegas, NV 89101	<i>PHWLTV, LLC; and Boardwalk Regency Corporation</i>

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FOX ROTHSCHILD LLP	<i>Attorneys for Plaintiff in Intervention</i>
1980 Festival Plaza Drive, #700	<i>The Original Homestead Restaurant, Inc.</i>
Las Vegas, NV 89135	

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 20

EXHIBIT 20

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 21

EXHIBIT 21

**LIMITED LIABILITY COMPANY AGREEMENT
OF
GR BURGR, LLC**

LIMITED LIABILITY COMPANY AGREEMENT ("Agreement"), entered into as of this [] day of December 2012, by and between ROWEN SEIBEL with an address at 200 Central Park South, 19th Floor, New York, New York 10019, USA (hereinafter "Seibel") and GR US LICENSING, LP, a Delaware limited liability partnership, ("GRUS") with an address at 2711 Centerville Road Suite 400, Wilmington DE 19808. Seibel and GRUS are sometimes hereinafter individually referred to as a "Member" and collectively, with any additional or substitute members, as the "Members."

WITNESSETH:

WHEREAS, the Members desire to conduct business as a limited liability company pursuant to the laws of the State of Delaware, such company to be known as GRUS BURGR, LLC (the "Company or the 'LLC'");

WHEREAS, the Members desire that, subject to the terms hereof, each of Seibel and GRUS shall be entitled to designate one manager to serve as a manager of the Company pursuant to the terms hereinafter set forth (each such manager is sometimes hereinafter referred to individually as a "Manager" and collectively as the "Managers");

WHEREAS, simultaneously with the execution hereof, GRUS and the Company are entering into that certain License Agreement (the "License Agreement") pursuant to which GRUS will license to the Company the trademark that includes the name "Gordon

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Ramsay", "BURGR Gordon Ramsay" as more particularly shown in Schedule 1 (the "Licensed Trademark") upon the terms and conditions set forth in the Licence Agreement (the "Licensed Rights");

WHEREAS, the Company owns (a) the trademark "BURGR" and any variation thereof, but notwithstanding anything to the contrary herein contained specifically excluding any mark that includes the name "Gordon Ramsay" (the "Company Trademarks"), (b) the rights relating to the burger-centric/burger-themed restaurant concept utilizing the Licensed Rights and/or a Company Trademark (the "Concept"), and (c) the recipes and menus relating to the Concept, (but specifically excluding the Licensed Trademark or the name "Gordon Ramsay" appearing therein or thereon (the "Recipes and Menus"). The Company Trademarks, the Concept and the Recipes and Menus are referred to collectively and sometimes singularly as the Company Rights.

WHEREAS, the Members desire the Company to (a) own, develop and operate directly or through wholly or partially-owned subsidiaries, and/or to provide services to affiliates and unaffiliated parties who own, develop and operate, first class Concept restaurants using the Licensed Rights, and/or the Company Rights, and (b) to license the Company's Rights and/or sublicense the Licensed Rights, to affiliates and non-affiliates in connection with their ownership, development and operation of a Concept restaurant;

WHEREAS, the Members desire that this Agreement serve as the limited liability company agreement for the Company, its Members and its Managers, setting forth the relative rights, responsibilities, benefits and obligations of each.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and representations set forth herein the parties hereto hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by reference.

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2. **Name.** The name of the limited liability company is GR BURGR, LLC. The Company has filed with the Secretary of State of the State of Delaware a Certificate of Formation for the Company and shall hereafter satisfy all other requirements of the Delaware Limited Liability Company Act, as amended (the "**LLCA**") with respect to the business and affairs of the LLC.

3. **Office.** The principal offices of the Company shall be located at 200 Central Park South, 19th Floor, New York, New York 10019, or at such other place or places as the Managers shall determine.

4. **Business.** The business of the Company (the "**Business**") shall be to engage in any lawful activity for which a limited liability company may be organized under the LLCA, including, but not limited to, the following:

(a) To own, develop and operate, directly or through wholly or partially-owned subsidiaries, first class Concept restaurants using the Licensed Rights and/or the Company Rights or;

(b) To sublicense the Licensed Rights, pursuant to the terms of the License Agreement, and provide certain services in connection with the development, construction and operation of first class restaurants using the Concept and the Licensed Rights;

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(c) To license the Company Rights, and provide certain services in connection with the development, construction and operations of first class restaurants using the Company Rights;

(d) To engage in such other activities ancillary to, and in furtherance of, the foregoing business as may be necessary, advisable, or appropriate as hereafter determined by the Managers, including, but not limited to entering into, performing and carrying out contracts, including joint venture agreements, leases, or take action of any kind necessary to, in connection with, or incidental to, the accomplishment of the foregoing purposes;

(e) from time to time, to do any one or more of the things and acts set forth herein.

5. **Term.** The term of the LLC shall continue until terminated as hereinafter provided.

6. **Contributions to the LLC.**

6.1 **Nature and Amount of Contribution.**

(a) GRUS and Seibel each have made or shall make a cash contribution to the Company of up to One Thousand Dollars (\$1,000) plus such other amount as is set forth in the Company's books and records.

(b) GRUS shall grant to the Company a license to use the Licensed Trademark, pursuant to the terms of the License Agreement between the GRUS and the Company (the "Licensed Rights").

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6.2 Additional Funding. If additional capital is needed by the LLC from time to time, as determined by the Managers, Seibel and GRUS may make, or cause one of their respective affiliates to make, one or more loans or capital contributions, in equal principal amounts for the needed amount to the LLC, as Seibel, GRUS and the Managers shall mutually determine. Any such loan by Seibel or GRUS or their respective affiliates is referred to as a "Member Loan" or collectively as the "Member Loans". The additional funding by Seibel and GRUS, or their respective affiliates, shall be used by the LLC to fund expenses related to the start up and operating costs and expenses of the Company, all as determined by the Managers.

6.3 Terms of Loans. Each Member Loan, if any, shall bear interest at the rate of the greater of (a) LIBOR plus two percent (LIBOR + 2%) per annum or (b) the lowest applicable federal rate of interest as of the date of such loan. Each Member Loan, if any, shall also be a valid debt of the Company and shall be repaid in full, together with interest thereon, before any distributions (whether from cash flow, Distribution Proceeds or otherwise) are made to any Member, except that Tax Distributions may be made to the Members irrespective of whether

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there are any outstanding Member Loans. Any amounts available to repay any Member Loan shall be paid to the respective lenders of such loans in proportion to the outstanding amounts of each such loan and all repayments shall be applied first to outstanding interest on such loans and then to the outstanding principal balance. Notwithstanding anything to the contrary contained in this Agreement, the rate of interest payable on any outstanding Member Loan shall never exceed the maximum rate of interest permitted under applicable law. The repayment of any Member Loans and the payment of interest and/or other amount due under such Member Loans shall if required by any third-party lender to the Company, which is not affiliated with any Member (an "Unaffiliated Third-Party Lender"), be subordinate and junior to, and subject to the right of, the payment of indebtedness to such Unaffiliated Third-Party Lender. Any Member Loan, may at the option of the Member lender, as applicable, be secured by the assets of the Company, subject to any liens on such assets in existence prior to the making of the Member Loan, provided that the granting of such security shall not cause the Company to be in violation or breach of any agreement to which it is a party. Additionally, any Member making a secured Member Loan, respectively, shall agree to subordinate

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the security interest relating to such secured Member Loan to any pre-existing or future security interest of any Unaffiliated Third-Party Lender if so required by such Unaffiliated Third-Party Lender and approved by the Managers.

6.4 Limit of Member Obligations. The Members are not obligated to make any contributions other than as previously set forth in this Section 6 of this Agreement.

7. Fiscal Year; Membership Interests; Profits and Losses; Distributions.

7.1 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

7.2 Membership Interests. The membership interests of the Members are as follows. All net profits, net losses, credits, deductions and all other items of the LLC shall be allocated to, or be borne by, the Members, and the Members shall own a membership interest in the LLC, in accordance with the following percentages (the "Membership Interest"):

<i><u>Name</u></i>	<i><u>Membership Interest</u></i>
<i>GRUS</i>	<i>50%</i>
<i>Selbel</i>	<i>50%</i>

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7.3 Distribution of Net Cash Flow.

Distributions of net cash flow of the LLC shall be made at such times and in such amounts as the Managers shall determine. For purposes hereof, net cash flow shall be the net profits or losses of the LLC for the fiscal year as determined by the LLC's accountants plus there shall be added back to the net profits or losses the amount deducted during such period for depreciation, accrued but unpaid interest and other non-cash charges deducted in determining profits and losses; and there shall be subtracted an amount equal to the total paid during such period for principal amortization, capital improvements and previously accrued but unpaid interest and after the payment of all current debts and liabilities, such reasonable reserves as the Managers shall determine to be necessary for present operations and/or future contingencies. Subject to Section 7.7 hereof, net cash flow shall, when distributed by the Managers, be distributed to the Members in proportion to the Membership Interest of each.

7.4 License Fees.

(c) Notwithstanding anything to the contrary herein contained, the Company shall distribute to GRUS, as a fee (the "Premium License Fee") for the Licensed Rights, an amount equal to (a) all and any revenues actually received from the agreement with

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any sublicensee for the use of the Licensed Rights other than for a location in the USA owned or operated by Caesar's, Harrah's or Planet Hollywood (the "Eligible Sublicense Revenues") multiplied by (b) twenty percent (20%).

(d) Notwithstanding anything to the contrary herein contained, upon the sale of all or substantially all of the assets of the Company or the sale of all or substantially all of the Membership Interests of the Company, or merger or other transaction that accomplishes substantially the same thing, GRUS shall be paid a Premium License Fee on the sale proceeds from such transaction that are equitably allocated to the value of Company's sublicense rights under the sublicenses that generate Equitable Sublicense Revenues by the Managers acting reasonably and in good faith.

(e) The Premium License Fee shall be paid to GRUS in priority to distributions of net cash to the Members. The Premium License Fee shall be paid at the same time the Company makes or would otherwise make distributions of net cash flow to the Members pursuant to Section 7.3 or Section 7.5, and/or at such other times as the Managers determine.

7.5 Distribution Following Dissolution. The net cash proceeds (hereinafter referred to as "Distribution Proceeds") resulting from the liquidation of the assets of the LLC following a dissolution thereof, or resulting the sale or other transfer of the Business which are not reinvested or retained by the LLC for the continuation of the Business, or resulting from the termination of the Business of the LLC, and, after deducting all related expenses, shall be distributed and applied in the

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following order of priority:

(a) to pay any debts or liabilities of the LLC, including, but not limited to, any outstanding loans (together with interest thereon) made to the LLC by any Members or any affiliate of any Member, and all necessary expenses of liquidation, if applicable;

(b) to establish any reserves which the Managers deem reasonably necessary to provide for any contingent or unforeseen liabilities or obligations of the LLC, provided, however, that at the expiration of such period of time as the Managers deem advisable, the balance of such reserves remaining after the payment of such contingencies shall be distributed to the Members in accordance with paragraphs (c) and (d) below;

(c) to GRUS to pay any accrued and unpaid Premium Licensee Fees;

(d) to the Members, in accordance with, and proportionate to their positive capital account balances (until reduction of the positive capital account balances to zero); and

(e) to the Members in proportion to the Membership Interest of each.

7.6 Incorporation of Tax Provision. The Members incorporate by reference a "qualified income offset" provision as described in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and the "minimum gain chargeback" requirement of Section 1.704-2(f) and Section 1.704-2(i)(4) of the Treasury Regulations.

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7.7 Tax Distribution. *For any year that the Company has taxable income, to the extent of available cash on hand on or about March 31 of the subsequent year, the Company shall make distributions to the Members, if and to the extent necessary, so that the aggregate of all distributions for the most recent year then ended is an amount equal to the tax liability of the Members arising from the taxable income of the Company for such year assuming for this purpose that each Member was paying the maximum Federal and New York State individual tax rates (where applicable) in effect for such year (the "Tax Distribution"). For purposes of this provision, unless otherwise agreed, all distributions made on or before April 1 of any year shall be deemed to relate to the prior year, and all distributions made after April 1 of any year shall be deemed to be made for the year in which made.*

7.8 Tax Matters Member.

Notwithstanding anything contained herein to the contrary, Seibel is hereby authorized to act as the "Tax Matters Member" of the Company as that term is defined in Section 6231(a)(7) of the Code and in such regulations as may be promulgated pursuant thereto, and to take such action and exercise such rights, powers and duties as "Tax Matters

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Member" of the Company as contemplated by the Code (all at the cost and expense of the Company), including, without limitation, keeping all Members informed of, and forwarding copies of, notices with respect to all administrative and judicial proceedings for the adjustment at the Company level of Company items; consenting to extensions relating to the tax returns filed for the Company; participating in administrative and judicial proceedings, including appeals, relating to the Company's tax returns or its tax liabilities; and entering into settlement agreements with respect to tax proceedings involving the Company's tax returns which will bind those Members who are parties to this Agreement.

7.9 Reimbursement of Certain Member and Manager

***Expenses.* It is understood, and each of the Members hereby specifically acknowledges and agrees, that the Members and the Managers shall be entitled to reimbursement of all reasonable costs and expenses incurred by such Member or Manager and/or his or its affiliates in connection with such Member's or Manager's fulfillment of his or its obligations to the Company's licensees or in furtherance of the Company's operations in connection with the Company's licensee's activities, to the extent that such expenses are not reimbursed to such person by, or covered directly**

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by, the Company's licensees, which reimbursement shall be subject to the presentment to the Managers of back-up therefor which is reasonably satisfactory to the Managers. Each Member shall be entitled to charge to Company the costs and charges relating to any personnel it provides to carry out services to Company or to any licensee or sublicences of the Concept in accordance with this section 7.9.

8. Management.

8.1 Generally. The Managers shall have the full and exclusive right, power and authority to manage all of the business and affairs of the Company with all the rights and powers generally conferred by law, or necessary, advisable or consistent therewith. All decisions of the Managers shall be made by the approval or vote of a majority of all Managers. Once a decision has been reached by the Managers in accordance with this Section, any Manager is authorized to carry out the decision and execute any and all documents on behalf of the Company necessary or appropriate in connection therewith.

8.2 Initial Managers. Except as otherwise set forth herein, the Company shall have two managers. Seibel shall have the right to designate one Manager (the "Seibel Manager") and GRUS shall have the

right to designate one Manager (the "GRUS Manager"). Additionally, Seibel may remove (and propose a replacement for) the Seibel Manager, and GRUS may remove (and propose a replacement for) the GRUS manager, at any time. Each Manager must be approved by both Members as must any replacement for a Manager, which approval shall not be unreasonably be withheld, delayed or conditioned, provided that Rowen Seibel and Gordon Ramsay are always approved. The initial designation of Managers is as follows:

<i>Seibel Manager</i>	<i>Rowen Seibel</i>
<i>GRUS Manager</i>	<i>Stuart Gillies</i>

8.3 Term. Except as otherwise set forth herein, the Managers shall hold the office of Manager for so long as the Company owns any assets and thereafter as necessary to complete any liquidation of the Company.

8.4 Removal. Save as may be agreed by the Members and subject to Section 8.2 above, no Manager may be removed or replaced as a manager unless he or she is found guilty of fraud or willful misconduct with respect to the Company. In the event of the death, permanent disability (so as to render such Manager incapable of serving as a

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Manager), resignation or removal of either Manager, his replacement shall be designated by the Member who designated such Manager, and any such replacement manager shall be considered a Manager of the Company for all purposes set forth herein.

8.5 Liability. No Manager or Member shall be liable, responsible or accountable in damages to the Company or to any of the other Members or to the other Managers for any errors in judgment or for any act or omission performed or omitted by such Manager in good faith pursuant to the authority granted by this Agreement, other than acts of fraud, bad faith or willful misconduct. The doing of an act or the failure to do any act by the Managers, resulting in loss or damage to the Company, if done pursuant to advice of legal or accounting counsel employed on behalf of the Company, shall not subject such Manager to any liability to the Members or to the Company.

8.6 Meetings of the Managers and Members. Each of the Members and Managers hereby acknowledges and agrees that there shall be no required meetings, annual or otherwise, of the Managers or Members.

8.7 Authorized Persons.

(a) The Managers may, from time to time, designate one (1) or more individuals to be officers of the Company or to hold certain business titles (any individual who is appointed to hold a business title is referred to herein as an "Officer"). An Officer need not be a Member of the Company. An Officer shall serve in such office(s) until resignation or removal by the Managers. Any Officer so designated shall have such authority and perform such duties as the Managers, from time to time, may delegate to such individual. An Officer shall hold office for the term for which such Officer is designated and until his successor shall be duly designated and shall qualify, or until his death, resignation or removal by the Managers, or as otherwise provided in this Agreement. Any individual may hold any number of offices. No Officer will have any rights or powers beyond the rights and powers granted to such Officer in this Agreement or by the Managers.

(b) Any Officer of the Company shall have the right, power and authority to transact business in the name of the Company or to act for or on behalf of or to bind the Company within the scope of authority delegated by the Managers to such Officer. With respect to such matters, third parties dealing with the Company may rely conclusively upon any certificate of any Officer to the effect that such Officer is acting on behalf of the Company.

(d) The Managers may remove any Officer, for any reason or for no reason, at any time.

8.8 Manager Responsibilities. Subject to the provisions of Section 8.1, but not in limitation thereof, the Managers shall have the following powers and be permitted to take the following actions on behalf of the LLC:

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(a) acquire, own, seek permits and approvals, manage, improve, operate, construct, rehabilitate, finance, lease, sell, transfer, exchange or otherwise deal with the Business;

(b) to employ or contract with and to oversee the activities of the parties serving as agents, contractors or employees of the Company;

(c) to enter into contracts of any kind, including contracts with affiliates of the Members or the Managers, provided the same contain arm's length terms;

(d) to permit the Company to enter into any contract of insurance which the Managers deems necessary and proper for the protection of the Company;

(e) to borrow money for the benefit of the Company upon such terms and conditions as it deems advisable and proper, including indebtedness other than in the ordinary course of its business, provided that no financing obtained by the Company shall impose personal liability on a Member without his consent, which consent may be withheld or given in the absolute discretion of such Member;

(f) to finance, refinance, recast, consolidate, modify, renew or extend Company obligations;

(g) to employ attorneys, auditors and accountants and depositories and to grant powers of attorney;

(h) to extend, and otherwise modify, amend or otherwise act with respect to Company matters as the Managers deem advisable or proper in the interests of the Company and not inconsistent with the terms hereof;

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(i) to permit the Company to employ persons in the operation and management of the administration of the Company, on such terms as the Managers deem appropriate;

(j) to make appropriate elections permitted under any applicable tax law; and

(k) to change the principal office of the Company.

(l) to approve the sale, lease, or other transfer of all or substantially all of the assets of the LLC, and, further, to take any action, or inaction, whatsoever, with respect to the Property;

(m) to approve a merger or consolidation of the Company with or into another entity including, but not limited to, another limited liability company or foreign limited liability company or any other entity;

(n) to adopt, amend, restate or revoke the Certificate of Formation of the LLC or this Agreement, subject to the provisions of Section 16.4 hereof;

(o) to approve the dissolution of the LLC; and

(p) to open a bank account for the Company, and operate it in accordance with any mandate determined amongst the Managers, and this Agreement.

8.9 Reasonable Efforts. The Scibel Manager and the GRUS Manager shall devote such time and effort to the Company as they deem necessary and reasonable in their discretion to carry out or cause to be carried out, each Manager's responsibilities consistent with the terms of this Agreement.

8.10. Use of Names. For any future restaurant location, or license or sublicense, as applicable, the Managers will discuss and determine by unanimous agreement

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whether the Licensed Trademark or a Company Trademark will be used in connection with such future location, or license or sublicense.

8.11 Decision Relating to License Agreement. It is acknowledged that GRUS and the GRUS Manager are interested parties with respect to the License Agreement. Accordingly, so long as the Company is controlled by GRUS and Seibel, or Seibel, and/or their respective affiliates, any decision to be made by the Company with respect to the License Agreement shall be made by the Seibel Manager acting reasonably and in good faith, unless expressly provided otherwise herein. The Company, the Members and the Managers hereby acknowledge that due to GRUS and the GRUS Manager being interested parties with respect to the License Agreement, they are aware that a conflict of interest could exist with respect to the GRUS' and the GRUS Manager's duties and obligations under this Agreement and any such conflict is hereby waived.

9. Books and Records.

9.1 ***Generally.** Proper accounting records of all LLC business shall be kept by the LLC's at its principal office and shall remain open to inspection of any of the Members, or their designees or legal representatives, at all reasonable times. At the end of each calendar year, a complete accounting of the affairs of the LLC shall be furnished to each Member by the LLC's accountant, together with such appropriate information as may be required by each Member for the purpose of preparing his, her or its income tax return for that year (the*

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"Annual Statement") within ninety (90) days of the end of the Company's fiscal year. All matters of accounting for which there is no provision in this Agreement are to be governed by generally accepted principles of accounting applied on a consistent basis. The Managers shall appoint the Company's accountant.

9.2 Location. The books and records of the LLC shall be kept at a principal place of business of the LLC, or in such other place as designated by the Managers, provided that the LLC's accountant may maintain copies of the LLC's financial and accounting records.

9.3 Transfer and Internal Revenue Code. In the event of (i) a transfer of any interest in the LLC, or (ii) any other circumstance in which an election under Section 754 of the Internal Revenue Code, as amended, may be appropriate, the transferee shall have the right to cause the LLC to make the election permitted by Section 754 of the Internal Revenue Code, as amended, provided that such election shall be allowable at the time and provided further there is no detriment to the other Members.

9.4 Bank Account. The Manager will open a bank account at a bank or banks as the Managers mutually agree, and they will operate

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such accounts in accordance with any mandate and any other banking requirements determined by the Managers.

10. Transfer of Member's Interest

10.1 Inter-Vivos Transfers.

(a) No Member shall, without the written consent of the Managers, sell, assign, transfer, gift, pledge, mortgage or otherwise encumber his, her or its interest in this LLC or in its assets or enter into any agreement of any kind that would result in any person, firm, corporation or other entity becoming interested with any Member in the Company (collectively, the "Disposition"), except as provided in this Section 10.

(b) GRUS and Seibel may each transfer its or his interest in the LLC to an entity which is, and at all times while such entity is a Member, controlled by Ramsay and by Seibel, respectively (a "Controlled Entity"), and GRUS may also transfer its interest in the LLC to Ramsay. Additionally, such Controlled Entity or Ramsay, as applicable, may re-transfer such interest to another Controlled Entity of Ramsay or Seibel, as applicable, or re-transfer such interest back to GRUS or Seibel, as applicable, without application of Section 10.1(a).

(c) Any Member may transfer the economic rights to his, her or its interest in the LLC (i.e. the right to such Member's share of the net profits and losses of the LLC and the right to receive distributions from the LLC) to (i) his parent, spouse, sibling, children or grandchildren, (ii) a spouse of either a child or grandchild, (iii) any entity controlled by the Member, (iv) if the Member is an entity, to such entity's equity holders or an equity holder's parent, spouse, sibling, children or grandchildren and/or a spouse of an equity holder's child or

grandchild, and/or (v) a trust for the benefit (exclusively) of any of the foregoing (the "Permitted Transferees"), upon the condition, however, that the transferor shall remain liable with respect to all obligations created or referred to under the terms of this Agreement. The transfer of economic rights to any Permitted Transferee as provided for above does not create or grant any other rights (except such transferred economic rights) or obligations in the LLC hereunder to the Permitted Transferee, and, further, under no circumstances shall any Permitted Transferee be considered a Member of the LLC for the purposes of this Agreement.

10.2 Death of a Member. Notwithstanding any other provision of this Section 10, but subject to Section 11, if a Member, or a person holding an interest in a Member, dies, dissolves, or is adjudged by a court of competent jurisdiction to be incompetent to manage such person's person or property, such person's executor, administrator, guardian, conservator, or other legal representative may exercise all such person's rights relative to the LLC, if any, for the purpose of settling his estate or administering his or its property. Such representative shall have the right to effect a Disposition of the affected person's Membership Interest in the LLC and/or in the Member to (a) the affected person's parents, spouse, siblings, children, grandchildren and/or spouse of a sibling, child or grandchild, (b) if the Member is an entity, to such entity's equity holders or an equity holder's parent, spouse, sibling, children or grandchildren

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and/or a spouse or an equity holder's spouse, or grandchild, and/or (c) a trust for the benefit (exclusively) of any of the foregoing (each a "Family Member"). The affected person's interest in the LLC and/or in the Member may not be transferred to any other party except in the same manner as set forth in Section 10.1(c).

11. Option to Purchase of Membership Interest Upon Death or Incompetency of Member.

11.1 Purchase Option. *In the event of the death (or if an entity, the dissolution of such entity) or incompetency of a Member (referred to in each case as a "Deceased Member"), the remaining Members (the "Remaining Members"), and the Company shall have the option to purchase from the estate or legal representative of the Deceased Member all or a part of the Membership Interest owned by the Deceased Member at the time of death or incompetency, at the Valuation Price calculated pursuant to, and upon the terms set forth in, Sections 11.2 and 11.3, as follows:*

(a) Upon the appointment of the legal representative (the "Legal Representative") of a Deceased Member, the Legal Representative shall give notice of that fact to the Managers and the Remaining Members (the "Notice of Appointment").

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(b) (i) Each Remaining Member, upon written notice (the "Exercise Notice") given to the Legal Representative of the Deceased Member, the other Remaining Members and the Managers within thirty (30) days after receipt by the Remaining Members of the Notice of Appointment, shall be entitled to purchase, on a pro rata basis, all or any portion of the Deceased Member's Membership Interest. In the event, however, that any Non-Purchasing Member shall elect not to acquire all or any part of his or its pro rata portion of the Deceased Member's Membership Interest or fails to give timely the requisite Exercise Notice set forth herein, then, the other Remaining Member shall have the right to purchase, on a pro rata basis among all such other Remaining Members, all or any part of that portion of the Deceased Member's Membership Interest allocated to the Non-Purchasing Member which the Non-Purchasing Member elected not to acquire, which right shall be exercised by a Remaining Member's indication of its desire to do so in a second written notice (the "Second Exercise Notice") given to each of the Legal Representative of the Deceased Member, the other Remaining Members and the Company within 45 days after receipt of the Notice of Appointment. Such Second Exercise Notice shall specify the Remaining Member's desire to purchase up to a specified amount of the Deceased Member's Membership Interest. Any Remaining Member who so indicates such desire in the Second Exercise Notice shall be entitled to purchase such additional Deceased Member's Membership Interest, subject to any pro rata rights of other Remaining Members.

(ii) The Company shall be entitled to purchase all, but not less than all, of the Deceased Member's Membership Interest, if any, not purchased by the Remaining Members pursuant to Section 11.1(h)(i) above, upon written notice, given no later than sixty (60) days following its receipt of the Notice of Appointment, to the Legal

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Representative of the Deceased Member and each of the Remaining Members who timely executed and delivered an Exercise Notice. The decision of the Company to purchase any of the Deceased Member's Membership Interest as provided for in this Section 11.1(b)(i) shall be made by the Managers.

(c) The closing for any purchase and sale of the Deceased Member's Membership Interest shall take place within seventy five (75) days following receipt by the LLC and the Remaining Members of the Notice of Appointment, subject to a reasonable adjournment, if necessary, to allow the LLC and/or the Remaining Members to collect the life insurance proceeds, if any, that they are utilizing to fund such purchase. To the extent that the amount of the life insurance proceeds available to pay for all of the Deceased Member's Membership Interest exceeds the purchase price for the Deceased Member's Membership Interest, the excess of such life insurance proceeds shall remain the property of the LLC or the Remaining Member(s) who owns the life insurance policy. To the extent there are insufficient life insurance proceeds (or no life insurance proceeds) available to pay for all of the Deceased Member's Membership Interest, the balance of the purchase price shall be payable by the LLC or the Remaining Members, as applicable, in sixty (60) equal monthly installments with interest at the prime rate of interest as published in the Wall Street Journal as of the day of the closing, the first payment being due at the above-referenced closing.

(d) If neither the Remaining Members nor the Company purchase all of a Deceased Member's membership interests pursuant to this Section 11 such Deceased Member's membership interests shall be distributed in accordance with the Deceased Member's will or the laws of intestacy (if the Deceased Member should not have a will).

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(e) For the purposes of Section 11, reference to the death of a Member shall also mean incompetency of a Member or the dissolution of a Member which is an entity, and the term "Deceased Member" shall also mean "dissolved Member" or "incompetent Member", as the context requires. Additionally, the reference to the time of the Deceased Member's death shall mean the date of dissolution of a Member which is an entity.

11.2 Certificate of Valuation. Subject to the provisions of Section 11.3 hereof and unless and until modified pursuant to such Section 11.3, for purposes of this Agreement, the term "Valuation Price" shall refer to the valuation specified on Schedule 11.2 hereof for the Membership Interests, entitled "Certificate of Valuation".

11.3 Valuation Price. The Valuation Price of each Member's Membership Interest in the LLC shall be the Company's total Valuation Price multiplied by such Member's Membership Interest in the Company. The Members shall endeavor to execute a new Certificate of Valuation on or before August 1 of each year or more frequently, as the Managers may determine, reflecting the fair market value of the Company, taking into account the Company's earnings, the net value of the assets of the LLC as of such date and such other factors as they shall reasonably determine consistent with valuing businesses similar to the Company. Each such Certificate of Valuation

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shall remain in effect for a period of eighteen (18) months from the date of execution thereof, unless superseded prior thereto by a new Certificate of Valuation. In the event, as of the date of death of a Deceased Member (the "Valuation Date"), there is no Certificate of Valuation then in effect, the Valuation Price shall not be determined by reference to Section 11.2 or 11.3 hereof or to the latest Certificate of Valuation, but instead shall be determined, as of the end of the calendar month immediately preceding the Valuation Date, by a panel of three appraisers, one of whom shall be designated by the Legal Representative of the Deceased Member, another by the Managers on behalf of the LLC and the third by such two designated appraisers. If the two designated appraisers are unable to agree upon a third appraiser, the third appraiser shall be appointed by the American Arbitration Association. The determination of the two of the three appraisers whose valuations are closest to one another shall be averaged (the valuation of the third appraiser disregarded), and such average shall be conclusive and binding on the parties hereto with regard to the relevant purchase and be deemed to be the Valuation Price.

12. Tag-along Right.

12.1 Terms of Tag-along Right. Subject

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always to the provisions of Section 10.1 if either GRUS or Seibel or a Controlled Entity of either of them respectively, or Ramsay (If Ramsay is a Member) (as a Selling Member) shall receive a bona fide written offer from a buyer, which is eligible pursuant to the terms of this Agreement and approved by the Managers to be admitted as a Member of the LLC (the "Buyer"), to purchase, exchange, or otherwise transfer for value all or a part of the Selling Member's Membership Interest, he shall so notify the other (the "Tag Along Member") in writing (the "Tag Along Notice") and thereupon the Tag Along Member shall have the right to require the Selling Member, as a condition to the Selling Member's sale of Membership Interests to the Buyer, to cause the Buyer to purchase a ratable percentage of Membership Interests held by the Tag Along Member (subject to the limitation in Section 12.2) as he may designate by written notice ("Notice of Tag Along Election") delivered to the Selling Member within thirty (30) days following the date of the Tag Along Notice. The Selling Member shall notify the Buyer of the requirements of this Section 12 and shall transmit a copy of each Notice of Tag Along Election to such Buyer. The purchase price for the percentage of Membership Interests designated in the Selling Member's Notice of Tag

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Along Election shall be equal to the price per percentage of Membership Interests offered by the Buyer to the Selling Member for the Membership Interests subject of the Buyer's offer. Such price offered by the Buyer shall be deemed to include any consideration received or to be received, directly or indirectly, by the Selling Member or any affiliate thereof in addition to the stated purchase price for the Membership Interests other than in exchange for good, valuable and fair consideration.

12.2 Pro Rata Purchase. In the event the Buyer is unwilling to purchase all of the Membership Interests set forth in the Notice(s) of Tag Along Election, then it shall acquire that percentage of Membership Interests subject to the bona fide written offer (or greater number as the Buyer shall agree) from the Selling Member and the Tag Along Member according to their pro rata interest.

12.3 Purchase by Selling Member. In the event of any sale in violation of the provisions of this Section 12, the Selling Member hereby agrees to purchase from the Tag Along Member the percentage of Membership Interests as the Tag Along Member may have designated by his Notice of Tag Along Election, at the purchase price calculated as set forth herein, and to hold the Tag Along Member harmless from

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and against any and all liability, loss, damage or injury, together with all reasonable costs and expenses relating thereto including legal and accounting fees and expenses arising from any violation of this Section 12.

13. Dissolution and Termination.

13.1 Dissolution Events. *Upon the occurrence of the following events, the LLC shall be dissolved:*

- (a) the LLC ceases its business operations on a permanent basis;
- (b) the sale or transfer of all or substantially all of the assets of the

LLC;

- (a) the entry of a decree of judicial dissolution; or
- (b) as otherwise determined by the Managers.

13.2 Non-Dissolution Events. *The bankruptcy, death, disability or dissolution of any Member shall not cause the dissolution of the LLC.*

13.3 Winding Up. *In the event of the dissolution of the LLC, the business and affairs of the LLC shall continue to be governed by this Agreement during the winding up of the LLC's business and affairs.*

14. Confidentiality.

- (a) Each Member and Manager represents that he or it has acquired and will acquire Confidential Information (as hereinafter defined) about the other

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Members and Managers by reason of their relationship and dealings with each other under this Agreement and in connection with the operation of the Business. Each Member and Manager confirms that it is reasonably necessary to protect the interests and reputation of each Member and Manager, and, accordingly, hereby agrees that, he or it will not, directly or indirectly, at any time during the term of this Agreement or thereafter divulge to any person, or use, or cause or authorize any person, firm or other entity to use, any such Confidential Information, including, without limitation, in interviews, communications with the media, or the writing of books, articles, blogs, tweets, or the like, without the consent of the affected Member or Manager.

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(b) For purposes hereof, the term "Confidential Information" shall mean all information about a Member's or Manager's personal, commercial or business matters given to or obtained by the Member or the Manager, directly or indirectly, during the course of his or its affiliation with the Company, other than Confidential information which (i) was in the public domain at the time furnished to, or acquired by, the Member and/or the Manager, (ii) thereafter enters the public domain other than through disclosure, directly or indirectly, by the Member and/or the Manager, or (iii) is required to be disclosed by law, or regulation or applicable legal regulatory or administrative process or by a court of competent jurisdiction.

(c) This Section 14 shall inure to the benefit of each Member and Manager whether or not such person is a member in the LLC, and this Section 14 shall survive the termination or expiration of this Agreement.

Notices. Any notice required or given with respect to this Agreement shall be valid and effective and deemed given and received, two (2) business days after deposit for delivery by reputable international overnight carrier for next business day delivery (shipping prepaid and provided confirmation of delivery is obtained) to the address hereinabove set forth in the opening paragraph of this Agreement with a copy thereof sent via e-mail to the receiving party's e-mail address set forth on the signature page hereof. Any notice provided hereunder to be given to or received by a Manager or a Member shall be given by or to the legal representative of any Member who is deceased or incompetent. Any notice sent as provided for herein shall be valid and effective as provided for above, or, if applicable, when such notice is refused by such party or when returned to the sender of such notice as undeliverable if sent pursuant to the provisions hereof. Any party hereto may change such address by notice given to the LLC and the other parties hereto in accordance with this **Section 15.** Additionally with respect to any notice given to the Seibel Manager,

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Seibel and/or a Seibel Controlled Entity, a copy shall also be provided to Brian K. Ziegler, Esq., c/o Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554 USA, e-mail bziegler@certilmanbalin.com and with respect to any notice given to the GRUS Manager, Ramsay, GRUS and/or a GRUS Controlled Entity, a copy shall also be provided to Stuart Gillies, 1 Catherine Place, London SW1E 6DX United Kingdom, e-mail stuartgillies@gordonramsay.com, and to Michael Thomas, Partner, Sheridans Solicitors, Whittington House, 19-30 Alfred Place, London WC1E 7EA, United Kingdom, e-mail mthomas@sheridans.co.uk.

15. Miscellaneous.

15.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, legal representatives, successors and assigns. Any party that receives an assignment of the interest of a Member in accordance with the terms hereof shall be required to execute and deliver to the LLC, the Managers and each other Member a legally enforceable agreement expressly assuming all of the terms, conditions and covenants of this

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Agreement and such other documents as the Managers shall reasonably require prior to such assignment becoming effective.

15.2 Conflict of Laws, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflicts of laws principles. All parties consent to the personal jurisdiction of the State of New York and agree that any action, suit or proceeding arising out of or relating to this Agreement shall be brought in a State Supreme Court located in New York County, New York.

15.3 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements and understandings, express or implied, oral or written, relating to the subject matter hereof.

15.4 Modification. This Agreement may be amended or modified only by a written instrument executed by the Managers, except that (i) no amendment shall be effective to detrimentally change any Member's rights or obligations set forth in Sections 6.3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 or 20 without such

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Member's written consent. For the purposes of determining voting percentages and whether there is a certain percentage in interest of the Members under any provision of this Agreement that so requires, the Members shall be deemed to have a voting interest equal to their Membership Interest. The failure of a party at any time or times to require performance of any provisions hereof shall in no manner affect the party's right at a later time to enforce the same. No waiver by any party of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or of the breach of any other term of this Agreement.

15.5 Amendments. Reference to this Agreement herein shall include any amendment or renewal hereof.

15.6 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and only to that provision, and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if that invalid or unenforceable provision had been reformed, and any court or arbiters

are authorized to so reform the invalid or unenforceable provision so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

15.7 Counterparts. *This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The headings in this Agreement are solely for the convenience of the parties, and are not intended to and do not limit, construe or modify any of the terms and conditions hereof.*

15.8 Signatures *Signatures on this Agreement transmitted via facsimile or electronically (e-mail) shall be deemed to be original signatures.*

15.9 Creditors. *None of the provisions of this Agreement shall be for the benefit of or be enforceable by any creditors of the LLC.*

15.10 Pronouns. *Words and phrases used herein in the singular shall be deemed to include the plural and vice versa, and nouns and pronouns used in any particular gender shall be deemed to include any other gender, unless the context requires otherwise.*

16. **Indemnification.** For all claims, losses, liabilities, etc. which arise out of events occurring on or after the Effective Date, the LLC shall indemnify and hold harmless the Managers and all of the Members, as well as each Manager's and Member's respective permitted successors and assigns (collectively, the "Indemnified Persons") from and against any and all liabilities reasonably incurred by any such Indemnified Person in connection with the defense or disposition of any proceeding in which any such Indemnified Person may be involved or with which any such Indemnified Person may be threatened, with respect to or arising out of any act, including any act of active negligence, performed by the Indemnified Person or any omission or failure to act if (i) the performance of the act or the omission or failure was done in good faith and within the scope of the authority conferred upon the Indemnified Person by this Agreement or by law, except for acts which constitute breach of fiduciary duty, willful misconduct, gross negligence or reckless disregard of duties or (ii) a court of competent jurisdiction

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determines upon application that, in view of all of the circumstances, the Indemnified Person is fairly and reasonably entitled to indemnification for such liabilities as such court may deem proper. This Section 17 shall survive the expiration or termination of this Agreement.

17. Other Activities. Any Manager, Member and their respective members, managers, shareholders, partners, officers or directors, may engage in business ventures and investments, other than in connection with the Company, of any nature whatsoever, except as expressly agreed to by them in writing. Neither the Company nor the Managers, nor any Members shall have any right to or interest in any other business venture or investment in which a Member, or Manager, or the Member's or Manager's members, managers, shareholders, partners, officers, or directors may engage, or share in any income profit or after benefit derived therefrom, except as expressly agreed to by them in writing.

18. Equitable Relief. The parties agree that, since the Membership Interests in the Company can only be sold or transferred subject to Sections 10, 11 or 12 hereof, and since, for that reason among others, the non-defaulting parties hereto will be irreparably damaged in the event of a breach or threatened breach hereof, this Agreement shall be specifically enforceable. Should any dispute arise concerning the Membership Interests, an injunction may be issued restraining any disposition pending the determination of such controversy. This Section 18 shall survive the expiration or termination of this Agreement.

19. Effective Date. This Agreement shall immediately become effective (such date being the "Effective Date") upon the execution and delivery hereof by all of the parties hereto.

20. Waiver of Jury Trial. ALL OF THE PARTIES HERETO ACKNOWLEDGES THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THE RIGHT MAY BE WAIVED. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND WITHOUT COERCION, WAIVES ALL RIGHTS TO TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NO PARTY HERETO SHALL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS THE PARTY CLAIMING THAT THIS WAIVER HAS BEEN RELINQUISHED HAS A WRITTEN INSTRUMENT SIGNED BY THE OTHER PARTIES STATING THAT THIS WAIVER HAS BEEN GIVEN UP. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

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21. **Representation by Counsel.** Each party acknowledges that he or it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the parties. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. In the event of litigation between the parties hereto arising out of or from this Agreement, the parties' aforesaid respective counsel (as set forth in Section 15 hereof) may represent them and shall not be disqualified based upon their prior representation of their respective parties in connection with the negotiation and execution of this Agreement.

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22. Costs. Each of the parties hereto acknowledges and agrees that in the event it becomes necessary for any party hereto to seek judicial remedies for the breach or threatened breach of this Agreement, the prevailing party shall be entitled, in addition to all other remedies, to recover all costs of such judicial action, including reasonable attorneys' fees and the costs related to any appeal thereof, from the opposing party.

23. GRUS Control by Ramsay. At all times that GRUS is a Member of the Company, GRUS shall be directly or indirectly controlled by Ramsay and Ramsay shall be directly or indirectly the majority beneficial owner of GRUS.

IN WITNESS WHEREOF, the parties have executed this Limited Company
Operating Agreement as of the day and year first above written.

AS MANAGERS:

ROWEN SEIBEL
Email: rowen900@gmail.com



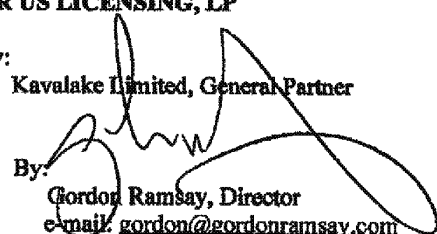
STUART GILLIES
E-mail: stuartgillies@gordonramsay.com

AS MEMBERS:

ROWEN SEIBEL
E-mail: rowen900@gmail.com

GR US LICENSING, LP

By:
Kavalake Limited, General Partner

By: 
Gordon Ramsay, Director
e-mail: gordon@gordonramsay.com

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Schedule 1 – Licensed Trade Mark

BURGR Gordon Ramsay

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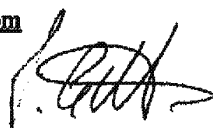
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IN WITNESS WHEREOF, the parties have executed this Limited Company
Operating Agreement as of the day and year first above written.

AS MANAGERS:

ROWEN SEIBEL

Email: rowen900@gmail.com



STUART GILLIES

E-mail: stuartgillies@gordonramsay.com

AS MEMBERS:

ROWEN SEIBEL

E-mail: rowen900@gmail.com

GR US LICENSING, LP

By:

Kavaiake Limited, General Partner

By:

Gordon Ramsay, Director

e-mail: gordon@gordonramsay.com

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EXHIBIT 22

EXHIBIT 22

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 23

EXHIBIT 23

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 24

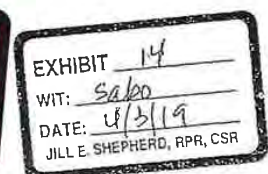
EXHIBIT 24

From: Jeffrey Frederick
Sent: Wednesday, December 18, 2013 1:42 PM
To: 'rowen900@gmail.com'; 'gordon@gordonramsay.com'
Cc: Tom Jenkin - Las Vegas; 'stuartgillies@gordonramsay.com'
Subject: Thank you / AC Situation

Rowen / Chef - thank you both very much for being here for the 1 year anniversary of GRPG and BurGR. Having you both in Las Vegas was an honor for each of us, the team will be buzzing for days.

As we discussed separately, Tom and I are in need of finalizing plans for AC. We understand you're at an impasse with circumstances unrelated to Caesars. We sincerely hope you both can work through with a favorable outcome. It would be a travesty not being able to expand upon Las Vegas' success, not to mention the production and legal challenges as result of the two Hells Kitchen productions just completed for AC. I had hope to have us on a call with Tom yesterday, however with everyone's schedule and commitments, I was unable to find a time that worked for all. Please forgive this formality, we much prefer a call or sit down but in the interest of time its important to clarify a few points and allow you both time to decide if AC is a go or no go.

Chef, addressing the report back of chef Stuart's meeting with Tom, I want to be clear. I've confirmed with Tom and our legal counsel we are not able to proceed with GR Steak or GR P&G without both you and Rowen agreeing to do so, nor a concept similar in the Steakhouse, Chophouse, Bar & Grill, Pub or Tavern categories. These and possibly a BurGR in the future are the only 3 concept categories Tom and I have confidence in for the AC markets. With this clarified, we ask you both to please advise us if we are to proceed or if we need to disengage our efforts and address the ramifications with ITV/Hells Kitchen. Again, we sincerely hope we can proceed. Jeffrey



701
PARIS024042

RA0441



BAILEY ♦ KENNEDY
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LAS VEGAS, NEVADA 89148-1302
702.562.8820

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DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

SGlantz@BaileyKennedy.com

*Attorneys for Rowen Seibel; Moti Partners, LLC; Moti Partners 16, LLC;
LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC;
TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green;
and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT
Acquisition, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware limited
liability company,

Plaintiff,

vs.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

And

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

Case No. A-17-751759-B

Dept. No. XVI

Consolidated with A-17-760537-B

**APPENDIX OF EXHIBITS TO ROWEN
SEIBEL, CRAIG GREEN, AND THE
DEVELOPMENT ENTITIES' OPPOSITION
TO CAESARS' MOTION TO COMPEL
DOCUMENTS WITHHELD ON THE BASIS
OF ATTORNEY-CLIENT PRIVILEGE
PURSUANT TO THE CRIME-FRAUD
EXCEPTION**

VOLUME 4-1 OF 6

Pursuant to EDCR 2.27(b), Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”) (collectively, the “Development Entities”), Rowen Seibel (“Seibel”) and Craig Green (“Green”), file this Appendix of Exhibits, Volume 4-1 of 6, to their Opposition to Caesars’ Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception.

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VOLUME 4-1 OF 6

Exhibit No.	Document Description	Number Sequence
25	April 23, 2014, Email	702-710
26	Consulting Agreement Between FERG, LLC and Boardwalk Regency Corporation DBA Caesars Atlantic City effective as of May 16, 2014 – FILED UNDER SEAL	711-749
27	April 2013 Email Chain – FILED UNDER SEAL	750-752
28	Feb. 28, 2015, Email – FILED UNDER SEAL	753
29	January 26, 2014, Email Chain – FILED UNDER SEAL	754-756
30	January 17, 2014, Email Chain – FILED UNDER SEAL	757-759
31	Nov. 19, 2013, Email – FILED UNDER SEAL	760-762
32	Oct. 29, 2014, Letter – FILED UNDER SEAL	763-764

DATED this 22nd day of January, 2021.

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

PAUL C. WILLIAMS

STEPHANIE J. GLANTZ

Attorneys for Rowen Seibel; Moti Partners, LLC; Moti Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green; and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT Acquisition, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 22nd day of January, 2021, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S.

Mail, first class postage prepaid, and addressed to the following at their last known address:

JAMES J. PISANELLI	Email: JJP@pisanellibice.com
DEBRA L. SPINELLI	DLS@pisanellibice.com
M. MAGALI MERCERA	MMM@pisanellibice.com
BRITTNIE T. WATKINS	BTW@pisanellibice.com
PISANELLI BICE PLLC	<i>Attorneys for Defendants/Counterclaimant Desert</i>
400 South 7 th Street, Suite 300	<i>Palace, Inc.; Paris Las Vegas Operating Company, LLC;</i>
Las Vegas, NV 89101	<i>PHWLTV, LLC; and Boardwalk Regency Corporation</i>

JEFFREY J. ZEIGER	Email: jzeiger@kirkland.com
WILLIAM E. ARNAULT	warnault@kirkland.com
KIRKLAND & ELLIS LLP	<i>Attorneys for Defendants/Counterclaimant Desert</i>
300 North LaSalle	<i>Palace, Inc.; Paris Las Vegas Operating Company, LLC;</i>
Chicago, IL 60654	<i>PHWLTV, LLC; and Boardwalk Regency Corporation</i>

JOHN D. TENNERT	Email: jtennert@fclaw.com
FENNEMORE CRAIG, P.C.	<i>Attorneys for Defendant Gordon Ramsay</i>
7800 Rancharrah Parkway	
Reno, NV 89511	

ALAN LEBENSFELD	Email: alan.lebensfeld@lsandspc.com
BRETT SCHWARTZ	Brett.schwartz@lsandspc.com
LEBENSFELD SHARON & SCHWARTZ, P.C.	<i>Attorneys for Plaintiff in Intervention</i>
140 Broad Street	<i>The Original Homestead Restaurant, Inc.</i>
Red Bank, NJ 07701	

MARK J. CONNOT	Email: mconnot@foxrothschild.com
KEVIN M. SUTEHALL	ksutehall@foxrothschild.com
FOX ROTHSCHILD LLP	<i>Attorneys for Plaintiff in Intervention</i>
1980 Festival Plaza Drive, #700	<i>The Original Homestead Restaurant, Inc.</i>
Las Vegas, NV 89135	

/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 25

EXHIBIT 25

From: Tom Jenkin - Las Vegas
To: Kevin Ortizman; Jeffrey Frederick
Sent: 4/23/2014 8:39:06 AM
Subject: RE: Atlantic City

yes

Tom Jenkin
Global President of Destination Markets
Caesars Entertainment
3475 Las Vegas Blvd. South
Las Vegas, NV 89109
Office: (702) 369-5202
tjenkin@caesars.com



From: Kevin Ortizman
Sent: Wednesday, April 23, 2014 8:33 AM
To: Jeffrey Frederick
Cc: Tom Jenkin - Las Vegas
Subject: Re: Atlantic City

Do we need Rowen to sign the agreement (assuming that Gordon's camp signs)?

On Apr 23, 2014, at 11:13 AM, "Jeffrey Frederick" <jfrederick@lvrio.harrahs.com> wrote:

AC/Linq update from GRs camp
J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Stuart Gillies [mailto:stuartgillies@gordonramsay.com]
Sent: Tuesday, April 22, 2014 09:56 AM
To: Jeffrey Frederick
Cc: Gordon Ramsay <gordon@gordonramsay.com>
Subject: RE: Atlantic City

Hi Jeffrey, we will sign tomorrow, not sure why there is any delay ?

Let's discuss fish & chips when we arrive in Vegas in 2 weeks' time.

Thanks,

From: Jeffrey Frederick [mailto:jfrederick@lvrio.harrahs.com]
Sent: 22 April 2014 5:54 PM
To: Stuart Gillies



CBAH 001369

GR_00004342 702

RA0447

Case 15-01145 Doc 5198-27 Filed 10/05/16 Entered 10/05/16 17:42:54 Desc
Cc: Gordon Ramsay Exhibit Z Page 3 of 10
Subject: Re: Atlantic City

Hi Chef, we paused on all activity until contracts are signed. It will likely take 5 1/2 months from date of signature. Where do we stand on GR Fish & Chips? We can move quickly on that project and be open in 3 1/2 months.

J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Stuart Gillies [<mailto:stuartgillies@gordonramsay.com>]
Sent: Tuesday, April 22, 2014 09:21 AM
To: Jeffrey Frederick
Cc: Gordon Ramsay <gordon@gordonramsay.com>
Subject: Atlantic City

Hi jeffrey, hope all well.

Do you have dates confirmed yet for AC opening as we would like to book in a time to Visit.

Many thanks,

Stuart Gillies
Managing Director
T: +44 02075921360
E: stuartgillies@gordonramsay.com
W: gordonramsay.com

<image001.jpg>

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CBAH 001370

GR_00004343

703

RA0448

From: Jeffrey Frederick Exhibit Z Page 4 of 10
To: Tom Jenkin - Las Vegas; Kevin Ortizman
Sent: 4/23/2014 8:43:57 AM
Subject: Re: Atlantic City

Trying, having dinner with him Saturday
J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Tom Jenkin - Las Vegas
Sent: Wednesday, April 23, 2014 08:42 AM
To: Jeffrey Frederick; Kevin Ortizman
Subject: RE: Atlantic City

Lucky us. Get you little buddy to sign JF. Please

Tom Jenkin
Global President of Destination Markets
Caesars Entertainment
3475 Las Vegas Blvd. South
Las Vegas, NV 89109
Office: (702) 369-5202
tjenkin@caesars.com



The world's largest casino-entertainment company

From: Jeffrey Frederick
Sent: Wednesday, April 23, 2014 8:40 AM
To: Kevin Ortizman
Cc: Tom Jenkin - Las Vegas
Subject: Re: Atlantic City

Yes, for Pub, Burgr and Steak concepts they come as a pair.
J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Kevin Ortizman
Sent: Wednesday, April 23, 2014 08:33 AM
To: Jeffrey Frederick
Cc: Tom Jenkin - Las Vegas
Subject: Re: Atlantic City

CBAH 001371

GR_00004344 704

RA0449

On Apr 23, 2014, at 11:13 AM, "Jeffrey Frederick" <jfrederick@lvrio.harrahs.com> wrote:

AC/Linq update from GRs camp
J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Stuart Gillies [<mailto:stuartgillies@gordonramsay.com>]
Sent: Tuesday, April 22, 2014 09:56 AM
To: Jeffrey Frederick
Cc: Gordon Ramsay <gordon@gordonramsay.com>
Subject: RE: Atlantic City

Hi Jeffrey, we will sign tomorrow, not sure why there is any delay ?

Let's discuss fish & chips when we arrive in Vegas in 2 weeks' time.

Thanks,

From: Jeffrey Frederick [<mailto:jfrederick@lvrio.harrahs.com>]
Sent: 22 April 2014 5:54 PM
To: Stuart Gillies
Cc: Gordon Ramsay
Subject: Re: Atlantic City

Hi Chef, we paused on all activity until contracts are signed. It will likely take 5 1/2 months from date of signature. Where do we stand on GR Fish & Chips? We can move quickly on that project and be open in 3 1/2 months.

J. Jeffrey Frederick CFBE
Caesars Entertainment
Regional Vice President Food & Beverage
Office: 702.946.4931
Cell: 702.400.9544
Email: jfrederick@caesars.com

From: Stuart Gillies [<mailto:stuartgillies@gordonramsay.com>]
Sent: Tuesday, April 22, 2014 09:21 AM
To: Jeffrey Frederick
Cc: Gordon Ramsay <gordon@gordonramsay.com>
Subject: Atlantic City

Hi jeffrey, hope all well.

Do you have dates confirmed yet for AC opening as we would like to book in a time to Visit.

Many thanks,

Stuart Gillies
Managing Director
T: +44 02075921360
E: stuartgillies@gordonramsay.com

CBAH 001372

GR_00004345

705

RA0450

<image001.jpg>

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CBAH 001373

GR_00004346 706

RA0451

From: Tom Jenkin - Las Vegas
To: Jeffrey Frederick
Sent: 4/27/2013 10:09:07 AM
Subject: RE: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Oh boy

Tom Jenkin
President of Operations
Caesars Entertainment
3475 Las Vegas Blvd. South
Las Vegas, NV 89109
Office: (702) 369-5202
tjenkin@caesars.com



From: Jeffrey Frederick
Sent: Saturday, April 27, 2013 6:36 AM
To: Tom Jenkin - Las Vegas
Subject: Fw: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Fyi

From: Jeffrey Frederick
Sent: Saturday, April 27, 2013 06:34 AM
To: 'stuartgillies@gordonramsay.com' <stuartgillies@gordonramsay.com>
Subject: Re: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Sorry I didn't know you weren't looped in on Luca's visit. Are you referring to AC Pub contract? Tom and I were under the impression you, Gordon and Rowen were sorting out your situation and then going to get back with us. Our contract with Rowen requires he has the right to contribute and partner on future Pub & Grill deals, we are not looking for investors, thus at an impasse with Rowen on our end.

From: Stuart Gillies [mailto:stuartgillies@gordonramsay.com]
Sent: Saturday, April 27, 2013 06:22 AM
To: Jeffrey Frederick
Subject: Re: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Thank you.
He loved it.....although I did not know in advance that he was going.....poor comms our end...but he was very impressed as he should.
Any luck with that contract yet please Jeffrey, seems to have been forgotten ?
Very keen to get the other discussions underway again....

Thanks,
Stuart

From: Jeffrey Frederick [mailto:jfrederick@lvrio.harrahs.com]

CBAH 001374

GR_00007093

707

RA0452

Case 1:15-cv-01145 Doc 5-198-27 Filed 10/05/16 Entered 10/05/16 17:42:54 Desc
Sent: Saturday, April 27, 2013 02:09 PM Exhibit Z Page 8 of 10
To: Stuart Gillies
Subject: Fw: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Fyi

From: Luca Beghin [<mailto:lucabeghin@breadstreetkitchen.com>]
Sent: Saturday, April 27, 2013 03:00 AM
To: JP Teresi; Kevin Hee <khee@planethollywood.com>; Jeffrey Frederick
Cc: Simon Gregory <simongregory@gordonramsay.com>
Subject: RE: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

JP,

Just a quick e-mail to say thank you very much for having us in your restaurant. We spend an amazing time, food and service both absolutely fabulous.

Please pass my thanks to all your team.

See you soon.
Thank you again.
Luca

From: JP Teresi [jpteresi@lvrio.harrahs.com]
Sent: 18 February 2013 22:10
To: Luca Beghin; Kevin Hee; Jeffrey Frederick
Cc: Simon Gregory
Subject: RE: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Hi Lucas, same here. Looking forward to having you at GRS. Just let me know if we can assist you on anything else when you are in Vegas. Sincerely,

JP Teresi, Gordon Ramsay Steak

-----Original Message-----

From: Luca Beghin [lucabeghin@breadstreetkitchen.com]
Sent: Monday, February 18, 2013 10:42 AM Pacific Standard Time
To: JP Teresi; Kevin Hee; Jeffrey Frederick
Cc: Simon Gregory
Subject: RE: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Hi Kevin / JP,

Thank you very much for this.

Looking forward to come over at GR Steak.

Best,

Luca Beghin
Restaurant Manager
Bread Street Kitchen
10 Bread Street, London EC4M 9AB
02030304050

www.breadstreetkitchen.com

CBAH 001375

GR_00007094 708

RA0453

Case 15-01145 Doc 5198-27 Filed 10/05/16 Entered 10/05/16 17:42:54 Desc
From: JP Teresi [jpteresi@no.hartans.com] Exhibit Z Page 9 of 10
Sent: 18 February 2013 17:13
To: Simon Gregory; Kevin Hee; Jeffrey Frederick
Cc: Luca Beghin
Subject: RE: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

All set.

JP Teresi, Gordon Ramsay Steak

-----Original Message-----

From: Simon Gregory [simongregory@gordonramsay.com]
Sent: Sunday, February 17, 2013 11:57 PM Pacific Standard Time
To: JP Teresi; Kevin Hee; Jeffrey Frederick
Cc: Luca Beghin
Subject: BOOKING FOR BREAD STREET KITCHEN MANAGER AT GR STEAK LV

Hi Kevin & JP

Can you please make a booking for 2 pax for the restaurant manager at Bread Street kitchen to eat at the GR Steak for Dinner on the 18th April at 7pm please.

That would be great . Luca is in town on vacation and will also be heading to Los Angeles to eat at Fat Cow which I have already booked . Please look after well.

I have cc Luca on this mail for any confirmation details you may need . Hope all is well your side gents . Kevin will give you a call later in the week.

Regards

Simon

Simon Gregory
Group Executive Chef

Tel: +44 02075921360
Mob: +44 07906387241
Email: simongregory@gordonramsay.com
<http://www.gordonramsay.com>



Gordon Ramsay Holdings
1 Catherine Place
London
SW1E 6DX

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CBAH 001376

GR_00007095

709

RA0454

From: Jeffrey Frederick Exhibit Z Page 10 of 10
To: John Payne
CC: 'mgelacak@me.com'; Joe Guzewicz; Tom Jenkin - Las Vegas
Sent: 8/8/2013 7:20:21 AM
Subject: Re: GR restaurants for Boston

Gordon contractually can't do Steak, Pub or Burgr without Rowen, or similar concepts with the GR name. I'm reaching out to both to try and arrange a call or face to face quickly.

From: John Payne
Sent: Thursday, August 08, 2013 07:16 AM
To: Jeffrey Frederick
CC: 'mgelacak@me.com' <mgelacak@me.com>; Joe Guzewicz; Tom Jenkin - Las Vegas
Subject: Re: GR restaurants for Boston

Or go to Gordon directly

From: Jeffrey Frederick
Sent: Thursday, August 08, 2013 07:15 AM
To: John Payne
CC: 'mgelacak@me.com' <mgelacak@me.com>; Joe Guzewicz; Tom Jenkin - Las Vegas
Subject: Re: GR restaurants for Boston

Will do, Rowen is in LV now, I have dinner with him at 8pm tonight- I will press him. For some background TJ and I are having the same challenge with him committing for AC. Rowen and Gordon are having problems coming to terms with each other and seem to be at an impasse over their % split. I'll let Rowen know its time to commit or move on.

From: John Payne
Sent: Thursday, August 08, 2013 04:12 AM
To: Jeffrey Frederick
CC: Meredith Gelacak <mgelacak@me.com>; Joe Guzewicz
Subject: GR restaurants for Boston

Jeffrey,

I have a favor to ask – we are at a deadline with our designs in Boston. We have asked Rowan numerous times to agree to our terms on the GR Steak and GR Burgr or just let us know that they are not interested so we can proceed with others – he has gone radio silent. We need a decision if they are in or out by August 15th. We still think having GR branded restaurants in Boston would be great.

Can you contact Rowan? Again, only GR Steak & Burgr at this time.

John Payne
President
Central Markets & Partnership Development
Caesars Entertainment Corporation
8 Canal Street
New Orleans, LA 70130
504-533-6039 – phone
504-533-6014 – fax
jpayne@caesars.com - email

CBAH 001377

GR_00009713 710

RA0455

EXHIBIT 26

EXHIBIT 26

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 27

EXHIBIT 27

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 28

EXHIBIT 28

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 29

EXHIBIT 29

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SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
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EXHIBIT 30

EXHIBIT 30

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SEAL PURSUANT
TO PENDING
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CONCURRENTLY
HEREWITH**

EXHIBIT 31


EXHIBIT 31

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TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 32

EXHIBIT 32

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8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
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APEN (CIV)

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Nevada Bar No. 11576

PAUL C. WILLIAMS

Nevada Bar No. 12524

STEPHANIE J. GLANTZ

Nevada Bar No. 14878

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

JBailey@BaileyKennedy.com

DKennedy@BaileyKennedy.com

JGilmore@BaileyKennedy.com

PWilliams@BaileyKennedy.com

SGlantz@BaileyKennedy.com

*Attorneys for Rowen Seibel; Moti Partners, LLC; Moti Partners 16, LLC;
LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC;
TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green;
and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT
Acquisition, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware limited
liability company,

Plaintiff,

vs.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

And

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

AND ALL RELATED CLAIMS.

Case No. A-17-751759-B
Dept. No. XVI

Consolidated with A-17-760537-B

**APPENDIX OF EXHIBITS TO ROWEN
SEIBEL, CRAIG GREEN, AND THE
DEVELOPMENT ENTITIES' OPPOSITION
TO CAESARS' MOTION TO COMPEL
DOCUMENTS WITHHELD ON THE BASIS
OF ATTORNEY-CLIENT PRIVILEGE
PURSUANT TO THE CRIME-FRAUD
EXCEPTION**

VOLUME 4-2 OF 6

Pursuant to EDCR 2.27(b), Moti Partners, LLC (“Moti”); Moti Partners 16, LLC (“Moti 16”); LLTQ Enterprises, LLC (“LLTQ”); LLTQ Enterprises 16, LLC (“LLTQ 16”); TPOV Enterprises, LLC (“TPOV”); TPOV Enterprises 16, LLC (“TPOV 16”); FERG, LLC (“FERG”); FERG 16, LLC (“FERG 16”); R Squared Global Solutions, LLC (“R Squared”), derivatively on behalf of DNT Acquisition LLC (“DNT”) (collectively, the “Development Entities”), Rowen Seibel (“Seibel”) and Craig Green (“Green”), file this Appendix of Exhibits, Volume 4-2 of 6, to their Opposition to Caesars’ Motion to Compel Documents Withheld on the Basis of Attorney-Client Privilege Pursuant to the Crime-Fraud Exception.

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DATED this 22nd day of January, 2021.

BAILEY ♦ KENNEDY

By: /s/ Joshua P. Gilmore

JOHN R. BAILEY

DENNIS L. KENNEDY

JOSHUA P. GILMORE

PAUL C. WILLIAMS

STEPHANIE J. GLANTZ

Attorneys for Rowen Seibel; Moti Partners, LLC; Moti Partners 16, LLC; LLTQ Enterprises, LLC; LLTQ Enterprises 16, LLC; TPOV Enterprises, LLC; TPOV Enterprises 16, LLC; FERG, LLC; FERG 16, LLC; Craig Green; and R Squared Global Solutions, LLC, Derivatively On Behalf of DNT Acquisition, LLC

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 22nd day of January, 2021, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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/s/ Susan Russo
Employee of BAILEY ♦ KENNEDY

EXHIBIT 33

EXHIBIT 33

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 34

EXHIBIT 34

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 35

EXHIBIT 35

**FILED UNDER
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EXHIBIT 36

EXHIBIT 36

**FILED UNDER
SEAL PURSUANT
TO PENDING
MOTION TO SEAL
FILED
CONCURRENTLY
HEREWITH**

EXHIBIT 37

EXHIBIT 37

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)
	) Chapter 11
)
CAESARS ENTERTAINMENT OPERATING	) Case No. 15-01145 (ABG)
COMPANY, INC., <u>et al.</u> , ¹)
)
Debtors.	) (Jointly Administered)
)

NOTICE OF DEBTORS' FOURTH OMNIBUS MOTION FOR THE
ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS NUNC PRO TUNC TO JUNE 11, 2015

PLEASE TAKE NOTICE that on the **22nd day of June, 2015, at 1:30 p.m. (prevailing Central Time)** or as soon thereafter as counsel may be heard, the Debtors shall appear before the Honorable A. Benjamin Goldgar or any other judge who may be sitting in his place and stead, in the Ceremonial Courtroom (Room No. 2525) in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, and present the attached *Debtors' Fourth Omnibus Motion for the Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11, 2015* (the "Motion").

PLEASE TAKE FURTHER NOTICE that any objection to the Motion must be filed with the Court by **June 15, 2015, at 4:00 p.m. (prevailing Central Time)** and served so as to be actually received by such time by: (a) counsel to the Debtors; (b) the Office of the United States Trustee for the Northern District of Illinois; and (c) any party that has requested notice pursuant to rule 2002 of the Federal Rules of Bankruptcy Procedure, a schedule of such parties may be found at <https://cases.primeclerk.com/CEOC>.

PLEASE TAKE FURTHER NOTICE that copies of the Motion as well as copies of all documents filed in these chapter 11 cases are available free of charge by visiting <https://cases.primeclerk.com/CEOC> or by calling (855) 842-4123 within the United States or Canada or, outside of the United States or Canada, by calling +1 (646) 795-6969. You may also obtain copies of any pleadings by visiting the Court's website at www.ilnb.uscourts.gov in accordance with the procedures and fees set forth therein.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

Dated: June 8, 2015
Chicago, Illinois

/s/ David R. Seligman, P.C.

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING	)	Case No. 15-01145 (ABG)
COMPANY, INC., <u>et al.</u> , ¹)	
)	
Debtors.	)	(Jointly Administered)
)	

DEBTORS' FOURTH OMNIBUS MOTION FOR THE
ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS NUNC PRO TUNC TO JUNE 11, 2015

THIS MOTION SEEKS TO REJECT CERTAIN EXECUTORY CONTRACTS. PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR NAMES AND THEIR RESPECTIVE EXECUTORY CONTRACTS IN THE MOTION. A LISTING OF THE PARTIES AND THE EXECUTORY CONTRACTS THAT ARE THE SUBJECT OF THIS MOTION APPEARS IN EXHIBIT 1 TO EXHIBIT A OF THIS MOTION.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this motion (this “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to reject certain executory contracts (collectively, the “Agreements”), nunc pro tunc to June 11, 2015. In support of this Motion, the Debtors submit the *Declaration of Randall S. Eisenberg in Support of the Debtors’ Fourth Omnibus Motion for the Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts Nunc Pro Tunc to June 11, 2015* (the “Eisenberg Declaration”), attached hereto as **Exhibit B**. In further support of this Motion, the Debtors respectfully state as follows.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

Jurisdiction

1. The United States Bankruptcy Court for the Northern District of Illinois (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

Relief Requested

4. The Debtors seek entry of an order authorizing the Debtors to reject the Agreements, nunc pro tunc to June 11, 2015. The Debtors reserve the right to seek to assume or reject other executory contracts and unexpired leases of nonresidential real property at a later date.

Background

5. Caesars Entertainment Operating Company, Inc. (“CEOC”), together with its Debtor and non-Debtor subsidiaries, provides casino entertainment services and owns, operates, or manages 38 gaming and resort properties in 14 states and five countries, operating primarily under the Caesars[®], Harrahs[®], and Horseshoe[®] brand names. The Debtors represent the largest, majority-owned operating subsidiary of Caesars Entertainment Corporation, a publicly traded company that is the world’s most diversified casino-entertainment provider.

6. On January 15, 2015 (the “Petition Date”), each of the Debtors filed a voluntary petition with this Court under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to

sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b). No party has requested the appointment of a trustee in these chapter 11 cases. On February 5, 2015, the Office of the United States Trustee appointed the statutory committee of unsecured claimholders and the official committee of second priority noteholders.

7. On January 12, 2015, certain petitioning creditors filed involuntary petitions with the United States Bankruptcy Court for the District of Delaware (the "Delaware Court") against CEOC, thereby commencing an involuntary chapter 11 case only as to that entity (the "Involuntary Case"). No order for relief pursuant to section 303(h) of the Bankruptcy Code has been entered in the Involuntary Case, and the appropriateness of such relief has not been determined as of the date hereof. On January 28, 2015, the Delaware Court transferred the Involuntary Case to this Court [Del. Docket No. 220].

8. On March 25, 2015, the Court approved the appointment of an examiner in these voluntary cases [Docket No. 992]. On May 11, 2015, the examiner filed his first interim report [Docket No. 1520].

The Agreements Subject to Rejection

9. The Debtors seek to reject four (4) Agreements by this Motion. The Agreements are:

- that certain Amended and Restated License for Outdoor Display, dated as of April 1, 2011, by and between Clear Channel Branded Cities, LLC and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (as amended, restated, or otherwise supplemented from time to time, the "Clear Channel Advertising Agreement");
- that certain Rider to Posting Instructions/Insertion Orders, dated as of December 16, 2011, by and between Interstate Outdoor Advertising L.P. and

Zenith Media Services Inc. (“Zenith”), as agent for Atlantic City Citywide, Showboat Atlantic City (as amended, restated, or otherwise supplemented from time to time, the “Interstate Rider”), incorporating the terms of that certain Bulletin Contract, dated as of December 21, 2011, by and between Interstate Outdoor Advertising, LP and Zenith Media Services Inc., as agent for Caesars Entertainment² (as amended, restated, or otherwise supplemented from time to time, the “Interstate Bulletin Contract,” and together with the Interstate Rider, the “Interstate Advertising Agreement”);

- that certain Consulting Agreement, dated as of May 16, 2014, by and between FERG, LLC and Boardwalk Regency Corporation d/b/a Caesars Atlantic City (as amended, restated, or otherwise supplemented from time to time, the “FERG Consulting Agreement”); and
- that certain Development and Operation Agreement, dated as of April 4, 2012, by and between LLTQ Enterprises, LLC and Desert Palace, Inc. (as amended, restated, or otherwise supplemented from time to time, the “LLTQ Development Agreement,” and together with the FERG Consulting Agreement, the “Restaurant Agreements”).

Each of the Agreements is discussed in more detail below and in the Eisenberg Declaration.

10. The Clear Channel Advertising Agreement provides the Debtors with access to three designated display sites located along The Pier at Caesars Atlantic City, located on the Atlantic City Boardwalk, including one LED display and two static sign displays, to promote the Debtors’ Atlantic City casino properties. The Debtors, in turn, are responsible for providing the sign materials to be displayed and for paying all installation costs and certain rental fees. After a review of the services provided under the Clear Channel Advertising Agreement, the Debtors have determined that the costs associated with such agreement outweigh the benefits provided by the agreement. Namely, and as provided in the Eisenberg Declaration, the Debtors have concluded that the use of the licensed displays is not generating sufficient traffic to their casinos

² Although the Interstate Advertising Contract does not specify whether the counterparty is Caesars Entertainment Corporation, the Debtors’ ultimate non-Debtor parent company, or CEOC, the lead Debtor in these consolidated chapter 11 cases, the course of the parties’ conduct, as detailed further in the Eisenberg Declaration, make clear that the counterparty is CEOC.

to justify the substantial costs of the Clear Channel Advertising Agreement. Further, the Debtors have concluded that it is in their best interests to realign their overall Atlantic City advertising expenditures with the recent decline in the Atlantic City market. By rejecting the Clear Channel Advertising Agreement, the Debtors will save approximately \$35,500 per month.

11. The Interstate Advertising Agreement provides the Debtors with access to certain advertising displays located alongside the Atlantic City Expressway for the purpose of installing signs and displays to promote the Debtors' Atlantic City casino properties. Similar to the Clear Channel Advertising Agreement, the Debtors are responsible for providing the signs and other materials to be displayed and for paying both installation costs and rental expenses. This agreement was also part of a broader advertising initiative pursued by Zenith, as the Debtors' media and advertising consultant and agent. As detailed in the Eisenberg Declaration, the Debtors have assessed the services provided under the Interstate Advertising Agreement and have concluded that the benefits of the agreement have not driven sufficient value to their casino properties to justify their costs, particularly given the recent decline in the Atlantic City gaming market and the fact that this agreement covered, in large part, the Showboat Atlantic City casino property that was closed in 2014. By rejecting the Interstate Advertising Agreement, the Debtors will save approximately \$32,500 per month.

12. The FERG Consulting Agreement provides the Debtors with certain consulting services in connection with the Debtors' design, development, construction and operation of the "Gordon Ramsay Pub & Grill" restaurant at the Debtors' Caesars Atlantic City property. These services include, among other things, advice on employee staffing and training decisions, and consultations by restaurateur Rowen Seibel on certain marketing and operational matters. The LLTQ Development Agreement similarly provides the Debtors with certain services in

connection with the Debtors' design, development, construction, and operation of the "Gordon Ramsay Pub & Grill" at Caesars Palace in Las Vegas. The services provided by the LLTQ Development Agreement mirror those under the FERG Consulting Agreement and include, without limitation, recommendations concerning certain employee, staffing, and culinary training decisions, as well as consultations on various marketing and operational matters.

13. As set forth in the Eisenberg Declaration, the Debtors have reviewed the services provided under the Restaurant Agreements and have determined that the costs associated with such agreements outweigh the benefits provided by the agreements. While the two "Gordon Ramsay Pub & Grill" restaurants are an important and successful element of the Debtors' restaurant offerings in connection with their casino operations, the Debtors have determined that the restaurants can operate successfully without the services provided under the Restaurant Agreements and on a more cost-effective basis. By rejecting the FERG Consulting Agreement, the Debtors will save approximately \$18,500 per month based on the estimated financial performance of the applicable restaurant, and by rejecting the LLTQ Development Agreement, the Debtors will save approximately \$145,500 per month based on the estimated financial performance of the applicable restaurant.

Basis for Relief

I. Rejecting the Agreements is Within the Debtors' Sound Business Judgment.

14. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Thus, pursuant to section 365 of the Bankruptcy Code, a debtor may, for the benefit of the estate, relieve itself of burdensome agreements where performance still remains. See In re StarNet, Inc., 355 F.3d 634, 637 (7th Cir. 2004) (noting that "[s]ection 365(a) gives debtors a right to walk away before the contract's end (with the creditor's

entitlement converted to a claim for damages...”); see also Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co., 83 F.3d 735, 741 (5th Cir. 1996) (stating that section 365 of the Bankruptcy Code “allows a [debtor] to relieve the bankruptcy estate of burdensome agreements which have not been completely performed”) (internal citation and quotation marks omitted).

15. The decision to assume or reject an executory contract or unexpired lease is a matter within a debtor’s “business judgment.” See Johnson v. Fairco Corp., 61 B.R. 317, 320 (N.D. Ill. 1986) (noting that the debtor must only demonstrate that rejection “will benefit the debtor’s estate or reorganization efforts”); In re Edison Mission Energy, No. 12-49219 (JPC), 2013 WL 5220139, at *5 (Bankr. N.D. Ill. Sept. 16, 2013) (“A debtor’s decision to assume or reject an executory contract is governed by the business judgment rule.”); NLRB v. Bildisco & Bildisco (In re Bildisco), 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”), aff’d, 465 U.S. 513 (1984); see also ReGen Capital I, Inc. v. UAL Corp. (In re UAL Corp.), 635 F.3d 312, 319 (7th Cir. 2011) (same for assumption). The business judgment standard mandates that a court approve a debtor’s business decision unless the decision is the product of bad faith, whim, or caprice. See Lubrizol Enters., Inc. v. Richmond Metal Finishers, Inc. (In re Richmond Metal Finishers, Inc.), 756 F.2d 1043, 1047 (4th Cir. 1985); see also Fairco Corp., 61 B.R. at 320 (“Only where the debtor’s actions are in bad faith or in gross abuse of its managerial discretion should the decision be disturbed.”); Software Customizer, Inc. v. Bullet Jet Charter, Inc. (In re Bullet Jet Charter, Inc.), 177 B.R. 593, 601 (Bankr. N.D. Ill. 1995) (“This Court must ascertain whether rejecting such a contract will promote the best interests of Debtor’s estate, but only where the debtor acted in bad faith or grossly abused its retained managerial discretion should the decision be disturbed.”); Summit Land Co. v. Allen (In re Summit Land

Co.), 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval should be granted “as a matter of course”).

16. The Debtors have determined in their business judgment that the Agreements should be rejected. As set forth above and in the Eisenberg Declaration, the Debtors have concluded that the costs of the Agreements outweigh any potential benefits that the Debtors could realize through continuing to perform under the Agreements. Indeed, rejecting the Agreements pursuant to the relief requested herein will save the Debtors approximately \$232,000 per month in costs. In addition, rejecting the Agreements now will prevent the Debtors from incurring unnecessary administrative expenses.

II. The Relief Requested Herein Should Be Granted Nunc Pro Tunc to June 11, 2015.

17. The Debtors seek to reject the Agreements nunc pro tunc to June 11, 2015. Under sections 105(a) and 365(a) of the Bankruptcy Code, bankruptcy courts may grant retroactive rejection of an executory contract or unexpired lease based on a balancing of the equities of the case. See, e.g., In re Joseph C. Spiess Co., 145 B.R. 597, 606 (Bankr. N.D. Ill. 1992) (“[A] trustee’s rejection of a lease should be retroactive to the date that the trustee takes affirmative steps to reject said lease . . .”); In re Chi-Chi’s, Inc., 305 B.R. 396, 399 (Bankr. D. Del. 2004) (recognizing that, after balancing the equities of a particular case, a bankruptcy court may approve a rejection retroactive to the date on which the motion is filed); see also Thinking Machs. Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.), 67 F.3d 1021, 1028 (1st Cir. 1995) (noting that “bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation”); Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.), 392 F.3d 1064, 1065–71 (9th Cir. 2004) (affirming bankruptcy court’s approval of retroactive rejection), cert. denied, 546 U.S. 814 (2005).

18. Here, the balance of the equities favors the Court's order of retroactive rejection. As an initial matter and as set forth in the Eisenberg Declaration, absent rejection of the Agreements effective as of the proposed dates, the Debtors will incur unnecessary charges for agreements that provide no tangible net benefit to the Debtors' estates. And, importantly, the counterparties to the Agreements (each a "Counterparty," and collectively, the "Counterparties") will not be unduly prejudiced if the Court orders that the rejection of those agreements be deemed effective as of June 11, 2015, because those Counterparties will receive notice of this Motion and have sufficient opportunity to act accordingly. Specifically, the Debtors' proposed retroactive rejection timing will allow the Counterparties the opportunity to cease performance and take other actions. Service of this Motion is an unequivocal expression of the Debtors' intention to reject the Agreements, and the Debtors will not withdraw this Motion as to any of the Agreements without the consent of the applicable Counterparty. See, e.g., In re Amber's Stores, Inc., 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (holding that the lease at issue should be deemed rejected as of the petition date where the debtor returned keys to the property, vacated premises prepetition, and served the motion to reject the lease as soon as able).

19. This Court and other courts in this jurisdiction have approved relief similar to the relief requested herein. See, e.g., In re Caesars Entm't Operating Co., Inc., No. 15-01145 (ABG) (Bankr. N.D. Ill. Apr. 27, 2015) (approving rejection of certain executory contracts nunc pro tunc to a date after service but prior to entry of the order); In re Caesars Entm't Operating Co., Inc., No. 15-01145 (ABG) (Bankr. N.D. Ill. Mar. 26, 2015) (same); In re Caesars Entm't Operating Co., Inc., No. 15-01145 (ABG) (Bankr. N.D. Ill. Mar. 10, 2015) (same); In re Qualteq, Inc. d/b/a VCT New Jersey, Inc., No. 12-05861 (ERW) (Bankr. N.D. Ill. Apr. 10, 2013) (approving

rejection of certain unexpired leases effective nunc pro tunc to the date of motion filing); In re Edison Mission Energy, No. 12-49219 (JPC) (Bankr. N.D. Ill. Jan. 17, 2013) (same).

Waiver of Bankruptcy Rule 6004(h)

20. To implement the foregoing successfully, the Debtors seek a waiver of the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h), to the extent that such rule is applicable.

Bankruptcy Rule 6006 is Satisfied

21. Bankruptcy Rule 6006(a) provides that a “proceeding to assume, reject, or assign an executory contract or unexpired lease . . . is governed by Rule 9014.” Fed. R. Bankr. P. 6006(a). In turn, Bankruptcy Rule 9014 states that “[i]n a contested matter . . . not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought.” Fed. R. Bankr. P. 9014(a). The notice and hearing requirements for contested matters under Bankruptcy Rule 9014 are met if appropriate notice and an opportunity for a hearing are given in light of the particular circumstances. See 11 U.S.C. § 102(1)(A) (defining “after notice and a hearing” or a similar phrase to mean notice and an opportunity for a hearing “as [are] appropriate in the particular circumstances”). Further, Bankruptcy Rule 6006(e) allows a debtor to consolidate, in a single motion, requests for the authority to reject multiple executory contracts or unexpired leases that are among different parties, subject to Bankruptcy Rule 6006(f). See Fed. R. Bankr. P. 6006(e). Bankruptcy Rule 6006(f) requires, in part, that such omnibus motion must: (a) “state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;” (b) “list parties alphabetically and identify the corresponding contract or lease;” (c) “be numbered consecutively with other omnibus motions to

assume, assign, or reject executory contracts or unexpired leases;” and (d) “be limited to no more than 100 executory contracts or unexpired leases.” Fed. R. Bankr. P. 6006(f).

22. Here, the Debtors have provided notice to the Counterparties to the Agreements such that they can take appropriate action. In addition, this Motion provides a conspicuous notice that the parties receiving it should locate their names and agreements, includes the Counterparties in alphabetical order, identifies the agreements to be rejected, and covers only a few agreements. This Motion and the notice provided to the Counterparties and other parties in interest are thus sufficient under Bankruptcy Rule 6006.

Reservation of Rights

23. Nothing contained herein is intended or should be construed as an admission as to the validity of any claim against the Debtors, a waiver of the Debtors’ rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy Code. The Debtors expressly reserve their right to contest any claim related to the relief sought herein. Likewise, if the Court grants the relief sought herein, any payment made pursuant to an order of the Court is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors’ rights to subsequently dispute such claim.

Notice

24. The Debtors have provided notice of this Motion to (a) the entities on the Service List (as defined in the Case Management Order and available on the Debtors’ case website at <https://cases.primeclerk.com/CEOC>), and (b) the Counterparties to the Agreements for which the Debtors seek authority to reject. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

25. No prior request for the relief sought in the Motion has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: June 8, 2015
Chicago, Illinois

/s/ David R. Seligman, P.C.

James H.M. Sprayregen, P.C.

David R. Seligman, P.C.

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Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	
	)	Chapter 11
)	
CAESARS ENTERTAINMENT OPERATING	)	Case No. 15-01145 (ABG)
COMPANY, INC., <u>et al.</u> , ¹)	
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. ____

ORDER AUTHORIZING THE DEBTORS TO REJECT
CERTAIN EXECUTORY CONTRACTS NUNC PRO TUNC TO JUNE 11, 2015

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), authorizing the Debtors to reject the Agreements, identified on Exhibit 1 attached hereto, nunc pro tunc to June 11, 2015, all as more fully set forth in the Motion; and upon the Eisenberg Declaration; and after due deliberation, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Agreements identified on Exhibit 1 attached hereto are hereby rejected effective nunc pro tunc to June 11, 2015.
3. The Debtors do not waive any claims that they may have against any Counterparty to the Agreements, whether or not such claims arise under, are related to the rejection of, or are independent of the Agreements.

¹ A complete list of the Debtors and the last four digits of their federal tax identification numbers may be obtained at <https://cases.primeclerk.com/CEOC>.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

4. Any Counterparty to the Agreements will be required to file a rejection damages claim, if any, relating to the rejection of the Agreements by the applicable claims bar date established in the Debtors' chapter 11 cases.

5. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

Dated: _____, 2015
Chicago, Illinois

The Honorable A. Benjamin Goldgar
United States Bankruptcy Judge